CITY COUNCIL REGULAR MEETING AGENDA

REGULAR COUNCIL MEETING
TUESDAY
MARCH 15, 2022

COUNCIL CHAMBERS
211 WEST ASPEN AVENUE
3:00 P.M.

All City Council Meetings are live streamed on the city's website (https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meetings)

PUBLIC COMMENT

Verbal public comments may be given through a virtual public comment platform or in-person

If you want to provide a verbal comment during the Council Meeting, use the link below to join the virtual public comment room.

VIRTUAL PUBLIC COMMENT WAITING ROOM

Written comments may be submitted to publiccomment@flagstaffaz.gov. All comments submitted via email will be considered written comments and will be documented into the record as such.

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1. CALL TO ORDER

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the City Council and to the general public that, at this regular meeting, the City Council may vote to go into executive session, which will not be open to the public, for legal advice and discussion with the City's attorneys for legal advice on any item listed on the following agenda, pursuant to A.R.S. §38-431.03(A)(3).

2. ROLL CALL

NOTE: One or more Councilmembers may be in attendance through other technological means.

MAYOR DEASY
VICE MAYOR DAGGETT
COUNCILMEMBER ASLAN
COUNCILMEMBER MCCARTHY
COUNCILMEMBER SALAS
COUNCILMEMBER SHIMONI
COUNCILMEMBER SWEET

3. PLEDGE OF ALLEGIANCE, MISSION STATEMENT, AND LAND ACKNOWLEDGEMENT

MISSION STATEMENT

The mission of the City of Flagstaff is to protect and enhance the quality of life for all.

LAND ACKNOWLEDGEMENT

The Flagstaff City Council humbly acknowledges the ancestral homelands of this area's Indigenous nations and original stewards. These lands, still inhabited by Native descendants, border mountains sacred to Indigenous peoples. We honor them, their legacies, their traditions, and their continued contributions. We celebrate their past, present, and future generations who will forever know this place as home.

4. PUBLIC PARTICIPATION

Public Participation enables the public to address the Council about an item that is not on the agenda. Comments relating to items that are on the agenda will be taken at the time that the item is discussed. If you wish to address the Council at tonight's meeting, please complete a comment card and submit it to the recording clerk as soon as possible. Your name will be called when it is your turn to speak. You may address the Council up to three times throughout the meeting, including comments made during Public Participation. Please limit your remarks to three minutes per item to allow everyone an opportunity to speak. At the discretion of the Chair, ten or more persons present at the meeting and wishing to speak may appoint a representative who may have no more than fifteen minutes to speak.

5. PROCLAMATIONS AND RECOGNITIONS

A. **Proclamation:** Colorectal Cancer Awareness Month

6. COVID-19 UPDATES

A. **COVID-19 Update**

STAFF RECOMMENDED ACTION:

This presentation is for informational purposes only.

7. COUNCIL LIAISON REPORTS

8. CONSENT ITEMS

All matters under Consent Agenda are considered by the City Council to be routine and will be enacted by one motion approving the recommendations listed on the agenda. Unless otherwise indicated, expenditures approved by Council are budgeted items.

A. **Consideration and Approval of Contract:** Cooperative Purchase Contract for one (1) new 2020 International Road Wizard 4300 4X2 Street Sweepers from RWC International, Ltd DBA RWC Group in the amount of $313,886.96, in addition to other fees and taxes.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract for one (1) 2020 International Road Wizard 4300 4X2 Street Sweeper from RWC International, Ltd. DBA RWC Group in the amount of $313,886.96, in addition to other fees and taxes; and
2. Authorize the City Manager to execute the necessary documents.

B. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Stifel, Nicolaus & Company, Inc. to provide Financial Services for issuing a Water Infrastructure Finance Authority (WIFA) of Arizona Loan, a Private Placement Loan and a Private Placement Refinancing Loan debt in an amount not to exceed $135,000.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract for Bond Underwriting Services with Stifel, Nicolaus & Company, Inc. for a combined fee for a maximum total not to exceed an amount of $135,000; and
2. Authorize the City Manager to execute the necessary documents.

C. **Consideration and Approval of Contract:** Cooperative Purchase Contract with Greenberg Traurig, LLP to provide Legal Bond Counsel services for issuing a Water Infrastructure Finance Authority (WIFA) of Arizona Loan, a Private Placement Loan and a Private Placement Refinancing Loan debt in an amount not to exceed $120,000.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase contract for Legal Bond Counsel services through Greenberg Traurig LLP for a fee of $40,000 per loan issuance and an amount not to exceed $120,000; and
2. Authorize the City Manager to execute the necessary documents.

D. **Consideration and Approval of Contract:** Consideration of Contract award to First Class Enterprises, LLC., DBA First Class Sanitation for the Purchase and Maintenance of Portable Chemical Toilets.

STAFF RECOMMENDED ACTION:

1. Approve the Contract with First Class Enterprises, LLC DBA First Class Sanitation for the Purchase and Maintenance of Portable Chemical Toilets; and
2. Authorize the City Manager to execute the necessary documents.

E. **Consideration and Approval of Letter:** Notice of Interest in Participation of Bipartisan Legislation for Rural Water Development

STAFF RECOMMENDED ACTION:

Approve the letter for Notice of Interest in Participation of Bipartisan Legislation for Rural Water Development

9. ROUTINE ITEMS

A. **Consideration and Adoption of Ordinance No. 2022-06:** An ordinance of the City Council of the City of Flagstaff, authorizing the City of Flagstaff to accept a donation of .29 acres of vacant land along the west side of Switzer Canyon Drive, parcel no. 101-29-050 (Tract E); delegating authority to complete the transaction; providing for repeal of conflicting ordinances, severability, authority for clerical corrections; and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-06 by title only for the final time
2) City Clerk reads Ordinance No. 2022-06 by title only (if approved above)
3) Adopt Ordinance No. 2022-06

B. **Consideration and Adoption of Ordinance No. 2022-05:** An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 13.49 acres of real property generally located at 5531 East Cortland Boulevard, a portion of APN 113-37-001E from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones to the High Density Residential (HR) zone with conditions, providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-05 by title only for the final time
2) City Clerk reads Ordinance No. 2022-05 by title only (if approved above)
3) Adopt Ordinance No. 2022-05

10. REGULAR AGENDA

A. **Consideration and Adoption of Resolution No. 2022-08:** A resolution of the Flagstaff City Council, authorizing the execution of a development agreement between the City of Flagstaff and Mongini & Selna Childrens Irrevocable Living Trust and Miramonte Holdings, LLC, for The Lofts at Continental related to the development of approximately 13.49 acres of real property generally located at 5531 E Cortland Boulevard and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-08 by title only
2) City Clerk reads Resolution No. 2022-08 by title only (if approved above)
3) Adopt Resolution No. 2022-08

B. **Consideration and Adoption of Resolution No. 2022-10:** A resolution of the Flagstaff City Council, approving the 2022 Cooperative Fire rate agreement (CFRA) Intergovernmental Agreement between the Arizona Department of Forestry & Fire management and the City of Flagstaff

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-10 by title only
2) City Clerk reads Resolution No. 2022-10 by title only (if approved above)
3) Adopt Resolution No. 2022-10

11. FUTURE AGENDA ITEM REQUESTS

After discussion and upon agreement by three members of the Council, an item will be moved to a regularly-scheduled Council meeting.

A. **Future Agenda Item Request (F.A.I.R.):** A request by Councilmember Salas to place on a future agenda a discussion to consider hazard pay across the board & continuing with premium pay for law enforcement

STAFF RECOMMENDED ACTION:

Council direction.

B. **Future Agenda Item Request (F.A.I.R.):** A request by Mayor Deasy to place on a future agenda a discussion regarding the development of an “only dig once” policy to allow for other utilities to participate in projects.

STAFF RECOMMENDED ACTION:

Council direction.

12. PUBLIC PARTICIPATION

13. INFORMATIONAL ITEMS TO/FROM MAYOR, COUNCIL, AND STAFF, AND FUTURE AGENDA ITEM REQUESTS

14. ADJOURNMENT

CERTIFICATE OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Flagstaff City Hall on _____, at _____ a.m./p.m. in accordance with the statement filed by the City Council with the City Clerk.

Dated this _____ day of _____, 2022.

_____
Stacy Saltzburg, MMC, City Clerk

6. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Shannon Anderson, Senior Deputy City Manager
Co-Submitter:	Rose Toehe
Date:	03/11/2022
Meeting Date:	03/15/2022

TITLE

COVID-19 Update

STAFF RECOMMENDED ACTION:

This presentation is for informational purposes only.

EXECUTIVE SUMMARY:

City staff will present the updated COVID-19 dashboard data and an update on Navajo and Hopi Tribal Nation's situations with COVID-19.

INFORMATION:

The COVID-19 dashboard includes information on new cases, hospitalization, COVID-related deaths, community-transmission level, vaccination status and variants.

The Navajo and Hopi Tribal Nations update will include information about the number of cases, any emergency orders, and related press releases.

Attachments: Presentation



COVID-19 Update

Dashboard Update &

Re-Entry Plan Discussion

CITY OF FLAGSTAFF ARIZONA ESTABLISHED 1882

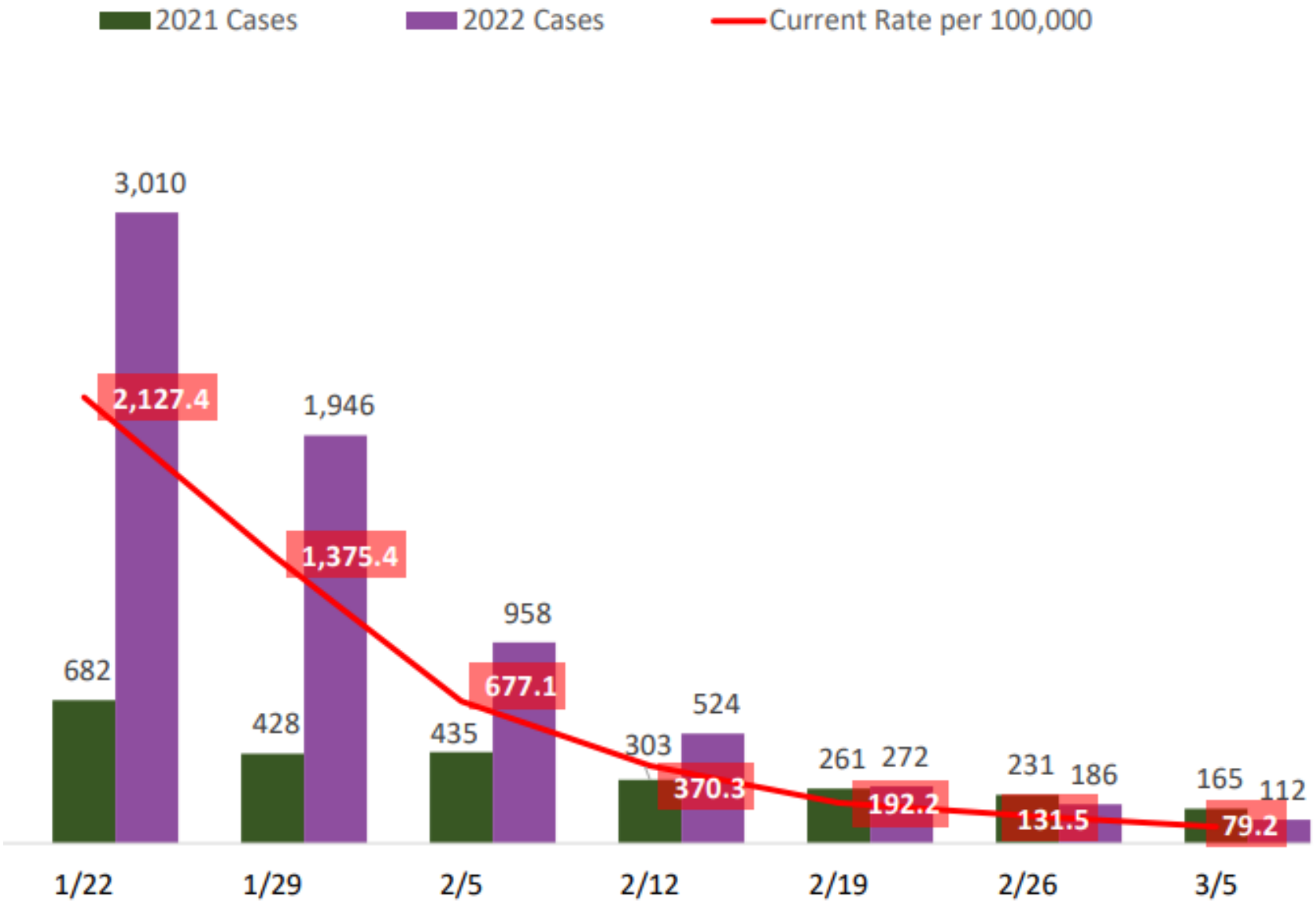
TEAM FLAGSTAFF

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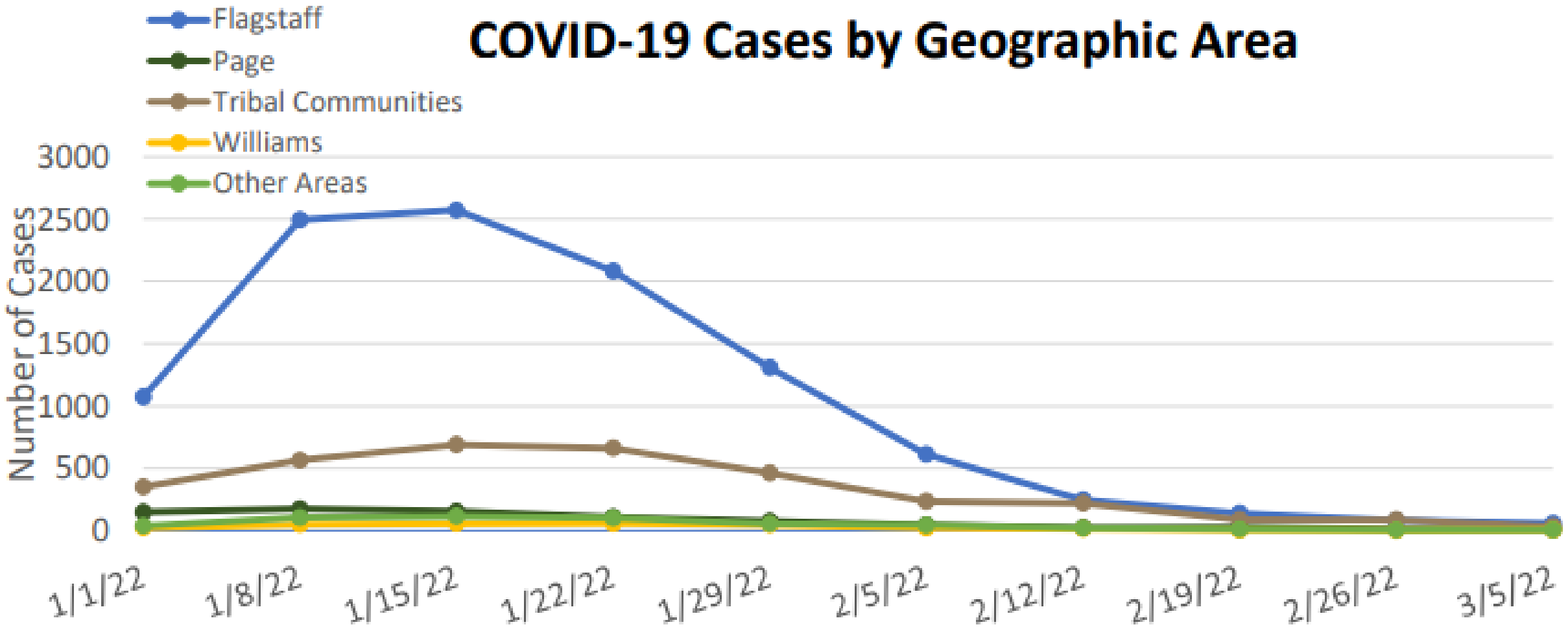
Agenda

- The Data
  - Coconino County Health and Human Services (CCHHS) dashboard
  - Northern Arizona Healthcare (NAH) hospital census
  - Navajo Nation
  - Hopi Tribe
- Indigenous Nations Update
- Social Media Sharing
- Monitoring Criteria
- Re-Entry Plan Phases

CCHHS: COVID-19 Weekly Cases

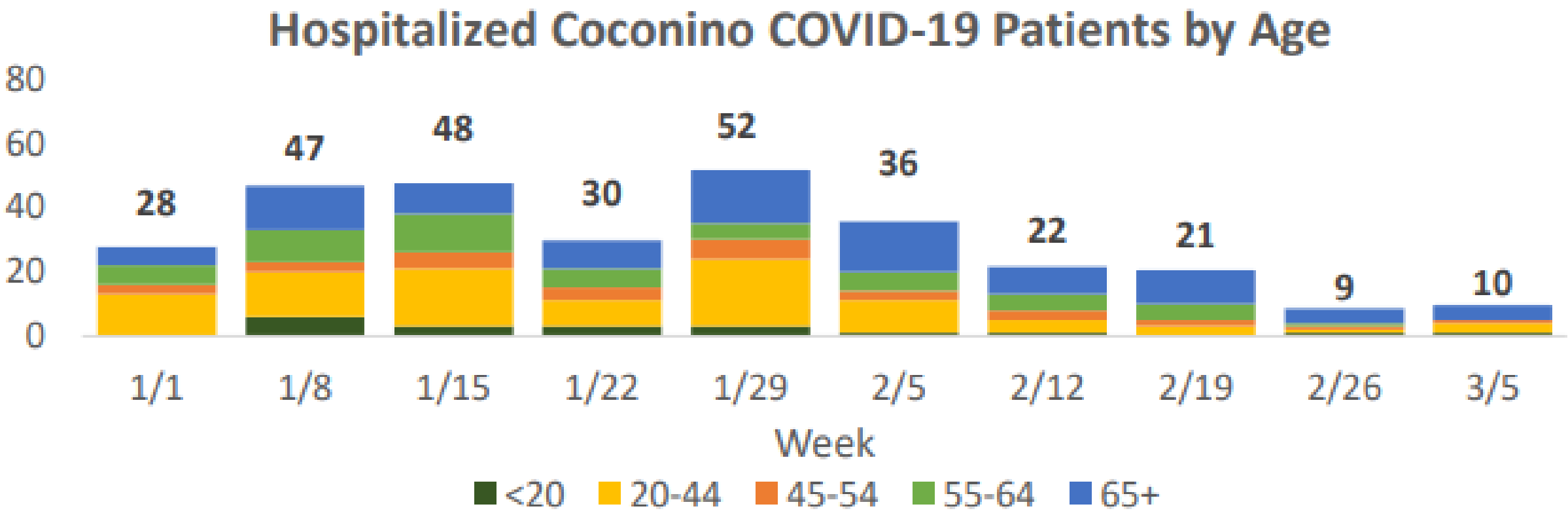


CCHHS: COVID-19 Weekly Cases



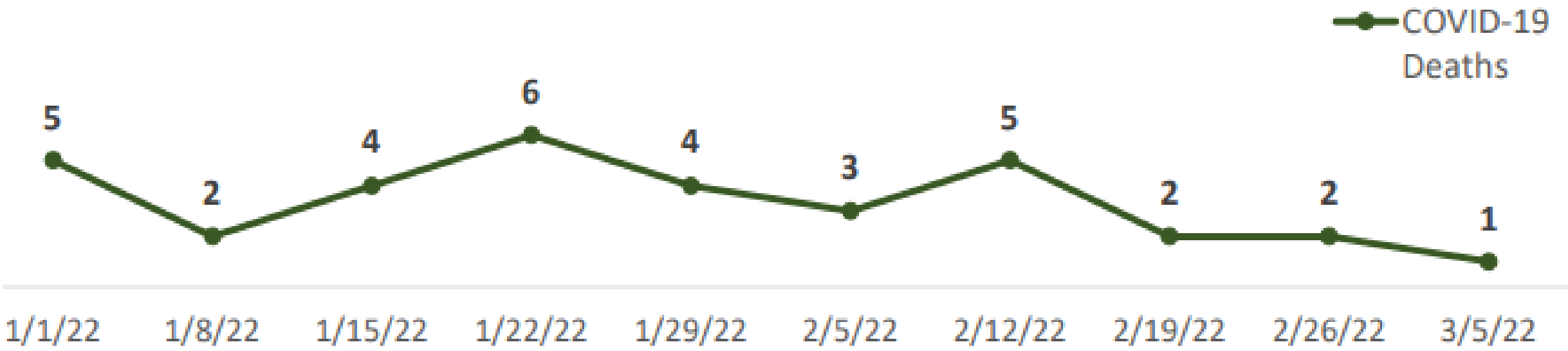
CCHHS: Hospital Admissions

Weekly Case Counts Among Coconino County Residents:



CCHHS: COVID-19 Related Deaths

Weekly COVID-19 Deaths Among Coconino County Residents:



CCHHS: Community Transmission

112 Positive Cases	79.2 Rate per 100,000	5.2% Positivity Yield	3.6% COVID-Like Illness**

Community Levels

Coconino County is currently at a **Medium** ₮ community level.

New Cases (per 100,000 people in the last 7 days)	**Indicator**	**Low**	**Medium**	**High**
Fewer than 200	**New COVID-19 admissions per 100,000 population (7-day total)**	**<10.0**	**10.0-19.9 Coconino: 10.6**	**≥20.0**
	Percent of staffed inpatient beds occupied by COVID-19 patients (7-day average)	**<10.0% Coconino: 4.8%**	**10.0-19.9%**	**≥15.0%**

CDC: Community Level

COVID-19 County Check

Find community levels and prevention steps by county.

Select a Location (all fields required)

Arizona | Coconino County | Go

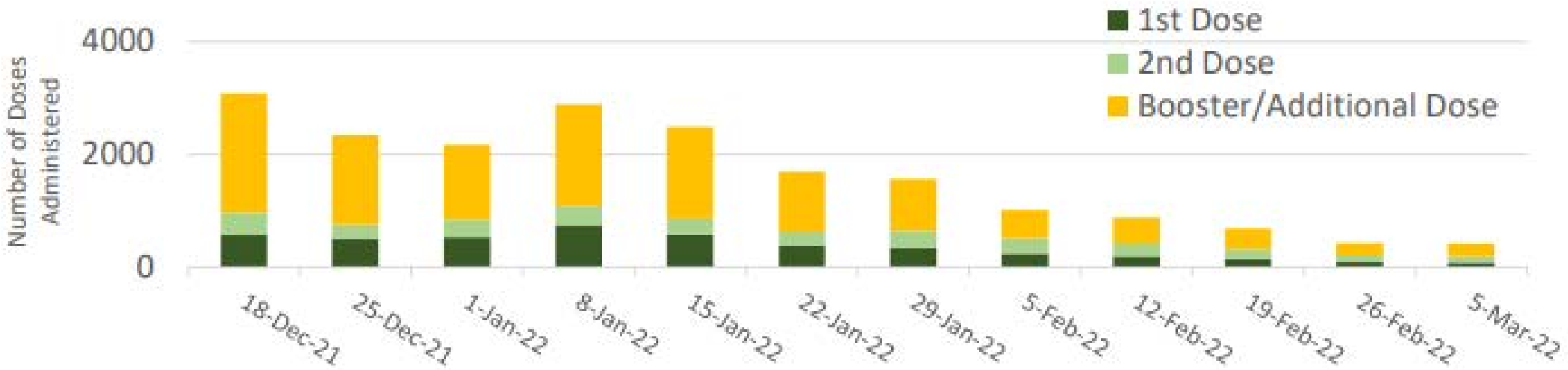
< Start Over

Medium

In **Coconino County, Arizona**, community level is **Medium**.

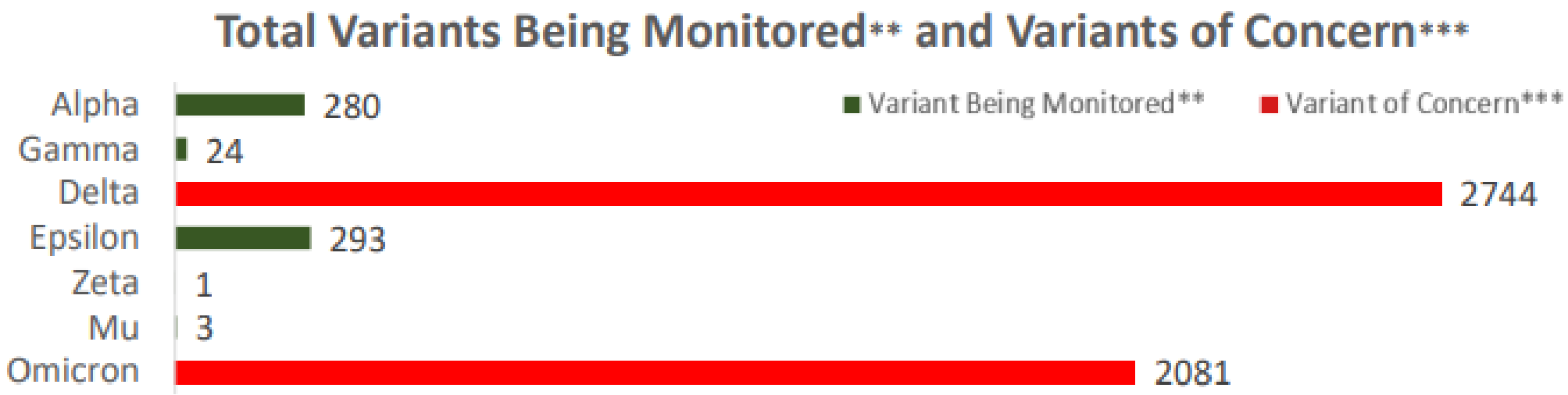
- If you are at high risk for severe illness, talk to your healthcare provider about whether you need to wear a mask and take other precautions
- Stay up to date with COVID-19 vaccines
- Get tested if you have symptoms

CCHHS: Community Vaccination



CCHHS: Variants

COVID-19 Variants:



***Variants Being Monitored include variants for which there are data indicating a potential or clear impact on approved or authorized medical countermeasures or that has been associated with more severe disease or increased transmission but are no longer detected or are circulating at very low levels in the U.S, and as such, do not pose a significant and imminent risk to public health in the U.S.*

**** Variants of Concern include variants for which there is evidence of an increase in transmissibility, more severe disease (e.g., increased hospitalizations or deaths), significant reduction in neutralization by antibodies generated during previous infection or vaccination, reduced effectiveness of treatments or vaccines, or diagnostic detection failures.*

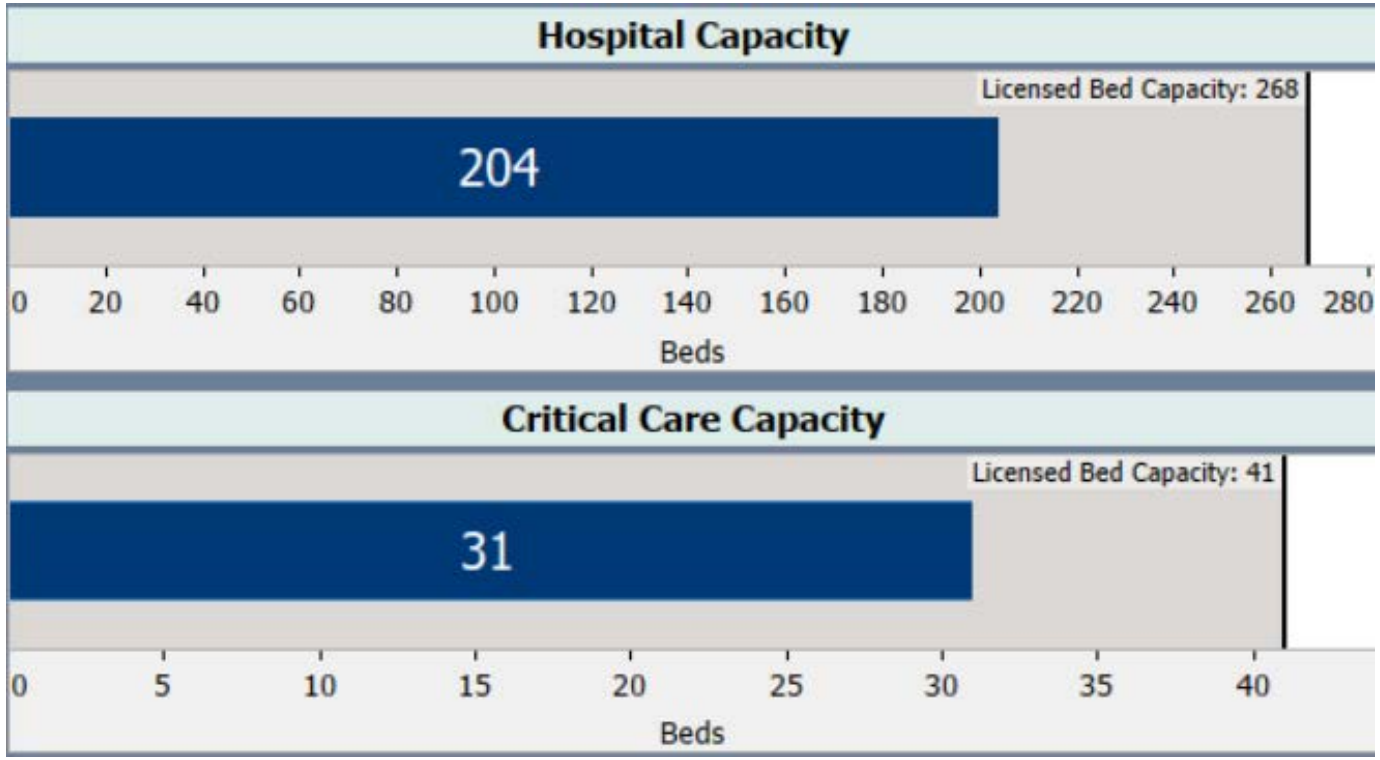
For more information about SARS-CoV-2 variants, please visit the CDC webpage:

SARS-CoV-2 Variant Classifications and Definitions (cdc.gov)

NAH: Hospital Census

Flagstaff Medical Center Hospital Census
204

In House COVID-19 Patients	
Positive	Pending
15	



Data as of March 14, 2022

Indigenous Nations Data

Navajo Nation

NN Health Facilities Data	Difference in 14 days	Current Week 3/10/22	Previous Date 2/24/22
Total Tested	+ 6,411	499,982	493,571
Negative Cases	+ 5,724	391,503	385,779
Confirmed Positive Cases	+ 415	52,685	52,270
Recoveries	+ 584	50,800	50,216
Deaths	+ 9	1,655	1,646

Indigenous Nations Data

Hopi Tribe

- Total cumulative positive total – 2,609 (48 increase)
- Total 14 Day active cases – 28 (85 decrease)
- Total 7 Day active cases – not provided
- Total population vaccinated – not provided
- Total eligible vaccinated – not provided

Indigenous Nations Data

- Navajo Nation
  - 43% of 3,506 samples tested were Delta variant
  - 42% of 3,506 samples tested were Omicron variant
  - Safer at Home requirements still in effect
  - Public Health Emergency Orders declared orange status for schools effective March 11th and orange status for businesses will continue
  - Health Advisory for 24 communities (28 decrease)

Indigenous Nations Data

- Hopi Tribe
  - Remains in phase two of reopening plan until 3/13/22
  - Kykotsmovi Convenience Store is open

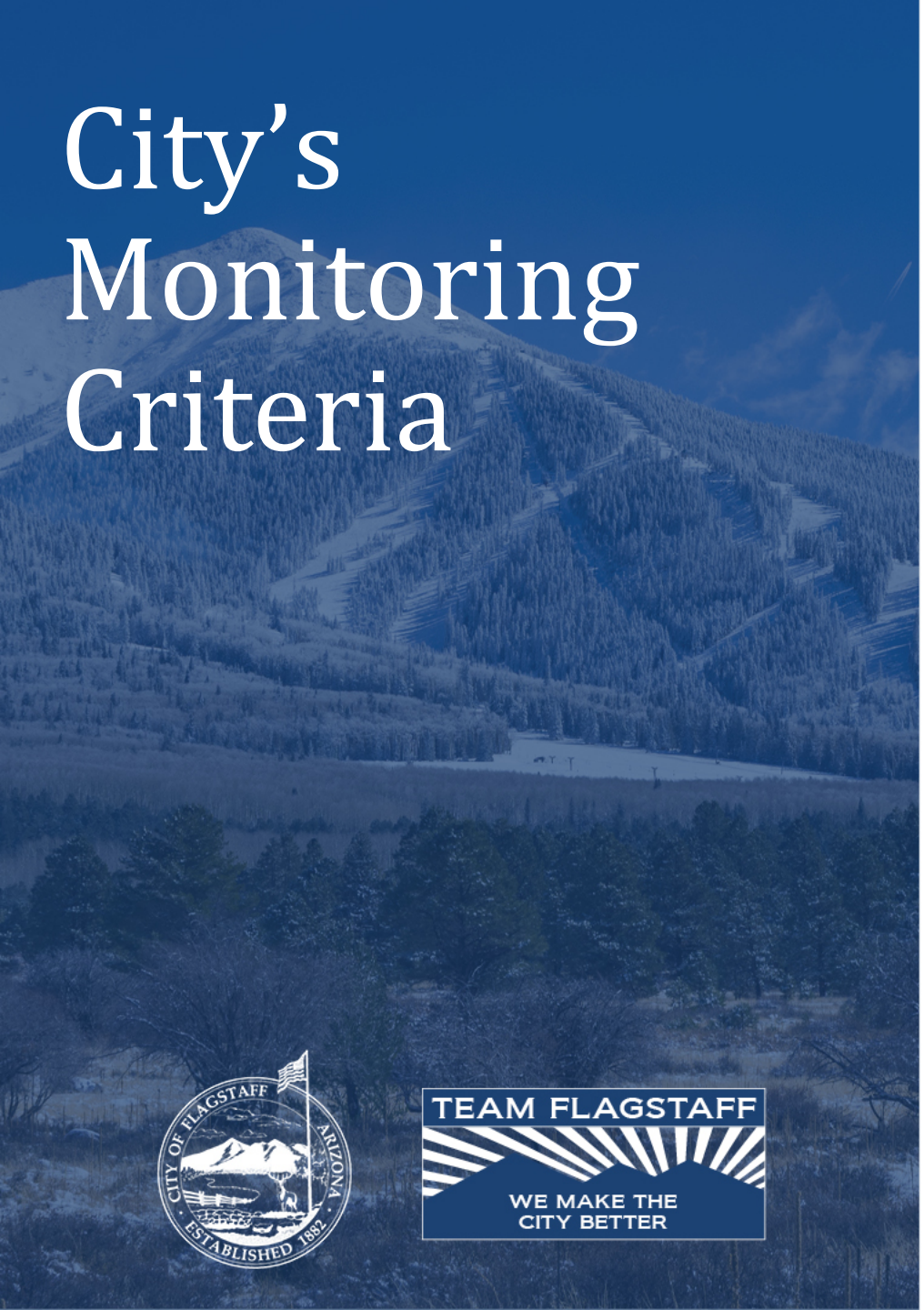
Social Media Sharing



https://www.coconino.az.gov/2338/COVID-19-Testing-Information



City's Monitoring Criteria



- Downward trajectory over four or more weeks
- Demonstrated ability to follow CDC guidelines
- Healthcare facility capacity for seriously ill
- Ability to provide testing, monitoring and contact tracing

Re-Entry Plan: Phase III

- Most City facilities will be open to public with limited services
- City meetings will continue remotely
- Seating areas will be closed to discourage congregating
- Protective measures in place
- Continued emphasis on working remotely
- Indoor recreation facilities may begin staged opening
- Special events and permits are less limited
- Limited travel

Re-Entry Plan: Phase IV

- Most City facilities return to pre-COVID business hours and operations
- Required use of PPE will be phased out in accordance with applicable CDC guidelines
- City Council, Intergovernmental and Boards & Commission may return to in-person and/or hybrid meeting formats
- Explore remote meetings and virtual work to pursue efficiency and productivity
- Monitor conditions and take steps to mitigate COVID-19

Re-Opening City Facilities

- Effective Monday, April 11th
  - Staffing
  - Monitor any changes in COVID transmission
- Encourage hybrid meetings where feasible given the flexibility for participants
- City staff updating remote work policies
- Travel and event restrictions lifted
- Recreation Update
- Library Update

Council Questions & Discussion

TEAM FLAGSTAFF

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8. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Sam Beckett, Public Works Streets Section Director
Date:	03/11/2022
Meeting Date:	03/15/2022

TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract for one (1) new 2020 International Road Wizard 4300 4X2 Street Sweepers from RWC International, Ltd DBA RWC Group in the amount of $313,886.96, in addition to other fees and taxes.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract for one (1) 2020 International Road Wizard 4300 4X2 Street Sweeper from RWC International, Ltd. DBA RWC Group in the amount of $313,886.96, in addition to other fees and taxes; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Public Works - Streets Section is responsible for the ongoing maintenance of the City's local transportation network. One of the responsibilities is to keep out streets clean and free of debris. Street sweeping operations have expanded with continued City growth. Street sweeping operations staff has transitioned from primarily night operations to 24-hour operations year-round. The increasing demand on the already maintenance-intensive street sweeping equipment leaves the Streets Section in constant need of road sweepers to meet the high demand. The Streets Section was forced to contract road sweeping services during the Museum Flooding emergency simply because renting was not an option for this specialty street sweeping equipment. This new street sweeper will greatly support this highly demanding program and enhance travel for the City's multi-modal requirements.

Financial Impact:

The expenditure for this type of equipment was approved in the FY22 Budget and is funded with Highway User Revenue Funds (HURF) Acc# 040-06-161-0611-6-4401.

Policy Impact:

One of the Public Works - Streets Section responsibilities is to keep the City's streets clean and free of debris. In addition to using this new street sweeper for periodic street cleaning, this equipment will also pick up cinders used in snow operations and has even been used to remove light debris and silt from the Museum Flood area.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Transportation and Public Infrastructure - Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Has There Been Previous Council Decision on This:

Yes, the sweeping program has historically been a strongly valued service program delivered by the Streets Section crews. As the City experiences winter driving conditions and the Streets Section utilizes cinder supplies for vehicular traction, the street sweeping program is imperative for clean streets, particularly with post winter clean-up operations. The Streets Section has also seen a significant uptick in the utilization of the City's street sweeping equipment and operations when working to clean-up debris and silt left behind from the Museum Fire post wildfire flooding. The need for consistent and high-quality street sweeping equipment is imperative to achieving the highest level of service to the community.

Options and Alternatives:

1. Approve the Cooperative Purchase Contract for one (1) new 2020 International Road Wizard 4300 4X2 Street Sweepers from RWC International, Ltd. DBA RWC in the amount of $313,886.96, in addition to other fees and taxes: or
2. Do not approve the purchase and direct staff to contract for this street sweeping service.

Background/History:

Street sweeping is a community service requested and delivered in high priority. Previously the City's street sweeping operations occurred in the overnight hours but with the constant need and overwhelming demand, the Streets Section has expanded to day operations as well. The downtown area is swept five (5) nights per week and all residential areas are on a monthly schedule. Special operations include post storm cinder cleanup efforts, accident cleanup and response, general assistance in shouldering and grading improvements, and most recently, a massive response to the Museum Flood emergency silt and debris clean-up.

City of Flagstaff Procurement is utilizing the State of Arizona Cooperative Purchasing Contract (CTR041813) with RWC International, Ltd DBA RWC Group. The City has used this same cooperative in the past for Public Works for five (5) large vehicles and tools for snow removal equipment. Through using this State of Arizona Cooperative Purchasing Contract, the City of Flagstaff is able to get better pricing on the vehicles the City needs.

Expanded Financial Considerations:

This is a one-time purchase that has already been budgeted utilizing Highway User Revenue Funds (HURF). There should not be any expanded financial considerations.

Community Benefits and Considerations:

Street sweeping is a community service requested and delivered in high priority. Regular street sweeping improves the safety and appearance of the roadways within the City of Flagstaff.

Community Involvement:

While there is no specific community involvement in this specific decision, street sweeping and community appearance is a significant source of citizen interest and community pride. Our Flagstaff community has been consistent in our desire to maintain and clean and operable transportation network.

Attachments: COF contract 2022-99

International Road Wizard Picture

Exhibit A - New 2020 International Street Sweeper

Exhibit B - RWC Award Letter

Exhibit B - Offer Acceptance Award

Exhibit B - RFP

COOPERATIVE PURCHASE CONTRACT
Contract No. 2022-99

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20_____ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and RWC International, LTD, an Arizona Limited Liability Company ("Contractor").

RECITALS:

A. Contractor is a fully authorized dealer of RWC International products;

B. Contractor has Local Government Purchasing Cooperative Contract CTR041813 with Arizona Department of Administration State Procurement Office to supply materials and/or services ("Agency Contract"), awarded through a competitive and open procurement process; and

C. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) and/or Scope of Work submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

2020 4300 SBA 4X2 (MA025) Street Sweeper

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or *Exhibit A* attached hereto and incorporated by reference.

3. Payment: Payment to Contractor for the materials and/or services provided for t**hree hundred thirteen thousand, eight hundred eighty-six dollars and ninety-six cents ($313,886.96) in addition to other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.

4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in *Exhibit B* attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract, including, specifically changes in price for the materials.

5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

RWC International, LTD:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A

Scope of Work (attached)

EXHIBIT B
AGENCY CONTRACT

RFP from STATE OF ARIZONA, AMENDMENT and OFFER & ACCEPTANCE and EXTENSION (attached)


ELGIN
Road Wizard
US Dot 130260

4300 SBA 4x2

Sales Proposal For:

CITY OF FLAGSTAFF

Presented By:

RWC Group

Prepared For:
CITY OF FLAGSTAFF
Mike Stress
211 WEST ASPEN AVE.
FLAGSTAFF, AZ 86001-
(928)779 - 7619
Reference ID: N/A

Presented By:
RWC Group
Mary R Wilson
600 North 75th Avenue
PHOENIX AZ 85043 -
(602)307-1050

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2020 4300 SBA 4X2 (MA025)

APPLICATION:	Street Sweeper
MISSION:	Requested GVWR: 35000. Calc. GVWR: 33000. Calc. GCWR: 33000 Calc. Start / Grade Ability: 20.01% / 1.25% @ 55 MPH Calc. Geared Speed: 74.9 MPH
DIMENSION:	Wheelbase: 150.00, CA: 82.90, Axle to Frame: 39.00
ENGINE, DIESEL:	{Cummins B6.7 200} EPA 2017, 200HP @ 2400 RPM, 520 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 200 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer 23060SH} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 6.50
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position
SUSPENSION, REAR, AIR, SINGLE:	{Hendrickson HAS 230} 23,000-lb Capacity, 8.5" Ride Height, with Shock Absorbers
PAINT:	Cab schematic 100GA Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
MA02500	Base Chassis, Model 4300 SBA 4X2 with 150.00 Wheelbase, 82.90 CA, and 39.00 Axle to Frame.	5474/2935	8409
ENGINE			
12EJC	ENGINE, DIESEL {Cummins B6.7 200} EPA 2017, 200HP @ 2400 RPM, 520 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 200 Peak HP (Max)	0/0	0
12UYE	RADIATOR Aluminum, 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, with 313 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	36/-5	31
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On Includes : FAN Nylon	0/0	0
12VBR	AIR CLEANER with Service Protection Element Includes : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	3/0	3
12WZJ	CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door	0/0	0
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls, with Ignition Switch Control, for Cummins ISB/ B6.7 and ISL/L9 Engines	0/0	0
12VGY	EMISSION, CALENDAR YEAR {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2019	0/0	0
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines	0/0	0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
12EMZ	VENDOR WARRANTY, ENGINE {Cummins} B6.7 Engine, 3-Year Unlimited Miles Standard Warranty	0/0	0
TRANSMISSION			
13ATH	TRANSMISSION, AUTOMATIC {Allison 2500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max Includes : OIL FILTER, TRANSMISSION Mounted on Transmission : TRANSMISSION OIL PAN Magnet in Oil Pan	0/0	0
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
13WYY	SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming	0/0	0
13WLN	TRANSMISSION OIL Synthetic; 20 thru 28 Pints	0/0	0
CLUTCH			
11001	CLUTCH Omit Item (Clutch & Control)	-61/-14	-75
REAR AXLES, SUSPENSIONS			
14AHW	AXLE, REAR, SINGLE {Dana Spicer 23060SH} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 6.50	0/65	65

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	Includes : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance		
14TAZ	SUSPENSION, REAR, AIR, SINGLE {Hendrickson HAS 230} 23,000-lb Capacity, 8.5" Ride Height, with Shock Absorbers	0/0	0
14WCJ	SHOCK ABSORBERS, REAR (2) Mounted Inside Rails	0/0	0
FRONT AXLES			
2ASH	AXLE, FRONT NON-DRIVING {Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	41/0	41
FRONT SUSPENSIONS			
3ADB	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 10,000-lb Capacity, with Shock Absorbers Includes : SPRING PINS Rubber Bushings, Maintenance-Free Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	66/0	66
CABS, COWLS, BODIES			
16030	CAB Conventional, Day Cab Includes : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color	0/0	0
16WCT	AIR CONDITIONER {Blend-Air} with Integral Heater and Defroster Includes : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A	64/7	71
16WBZ	ARM REST, LEFT, PASSENGER SEAT	3/0	3
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WRX	CAB INTERIOR TRIM Deluxe Includes : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16VHG	CAB MOUNTING HEIGHT EFFECTS Mid Cab in Lieu of Low Cab Mounting Height (Approx. 4") with Cab Air Suspension	71/-7	64
16WSK	CAB REAR SUSPENSION Air Bag Type	27/17	44
16HBA	GAUGE CLUSTER English with English Electronic Speedometer Includes : GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)	0/0	0
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel	2/0	2
16HLJ	GAUGE, DEF FLUID LEVEL	0/0	0
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow	0/0	0
16WKY	HVAC FRESH AIR FILTER	4/0	4
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16SDU	MIRRORS (2) {Lang Mekra} Styled Rectangular, Power Adjust, Thermostatically Controlled Heated Heads, LED Clearance Lights, Bright Heads and Brackets, Breakaway Type, 7" x 16", Integral Convex Both Sides, for 102" Load Width	8/0	8
16SDZ	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Side, Bright, 7.5" Sq.	11/0	11
16VCC	SEAT BELT All Orange; 1 to 3	0/0	0
16JNV	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type	-11/-14	-25
16RPX	SEAT, PASSENGER {National} Air-Suspension, High Back with Integral Headrest, Cloth, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type	48/32	80
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	1/0	1
FRAMES			
1CAD	FRAME RAILS High Strength Low Alloy Steel (80,000 PSI Yield); 10.250" x 3.092" x 0.375" (260.4mm x 78.5mm x 9.5mm); 455.0" (11557mm) Maximum OAL	90/91	181
1LLD	BUMPER, FRONT Contoured, Steel Includes : BUMPER, FRONT Powder Coated Gray (Argent) Color	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
1MLW	SPECIAL FRAME PIERCING for Elgin Sweeper Company "4M Road Wizard" Body	0/0	0
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)	0/0	0
BRAKES			
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6 Notes : Front and Rear Dust Shields not Included : Rear Axle is Limited to 19,000-LB GAWR with Code 04091 BRAKE SYSTEM, AIR and Code 04NDC BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered : Rear Axle is Limited to 20,000-LB GAWR with Code 04092 BRAKE SYSTEM, AIR and Code 04NCW BRAKES, REAR, AIR CAM Regardless of Axle/Suspension Ordered : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered	88/42	130
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	9/21	30
4JCG	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers Notes : Front Axle with 14,000-lb GAWR is Limited to 13,200-lb GAWR when used in Conjunction with 15" BRAKES, FRONT, AIR CAM. : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	83/0	83
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn	17/0	17
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	4/0	4
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	0/211	211
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake	0/0	0
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/6	6
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	36/0	36
4EBT	AIR DRYER {Bendix AD-IP} with Heater Includes : AIR DRYER LOCATION Inside Left Rail, Back of Cab	19/18	37
4VGA	AIR DRYER LOCATION Mounted Outside Right Rail, Forward of Front Wheel	0/0	0
4XBS	AIR TANK LOCATION (2) Mounted Between the Rails, Back of Cab, One on Each Side, for Short Wheelbase	0/0	0
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank Includes	1/0	1

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	: DRAIN VALVE Mounted in Wet Tank		
STEERING			
5PSA	STEERING GEAR {Sheppard M100} Power	25/0	25
5708	STEERING COLUMN Tilting	0/0	0
5CAL	STEERING WHEEL 2-Spoke, 18" Dia., Black	0/0	0
EXHAUST SYSTEMS			
7BKS	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	0/0	0
7BEV	AFTERTREATMENT COVER Steel, Black	0/0	0
7WCM	EXHAUST HEIGHT 8' 10"	2/0	2
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum	0/0	0
7WAE	RAIN CAP with Single Exhaust, Non-Bright Finish	2/0	2
7WZY	SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, On/Off Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in On Position	2/0	2
7WDT	TAIL PIPE (1) Straight Type	0/0	0
ELECTRICAL SYSTEMS			
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : BATTERY BOX Steel : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered	0/0	0
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
8XDU	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab	55/39	94
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud	0/0	0
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/ Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	0/3	3
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8518	CIGAR LIGHTER Includes Ash Cup	1/0	1
8WPB	HEADLIGHTS Halogen, Composite Aero Design, with Daytime Running Lights	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8RMA	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input, MP3, Apple Device Play & Control, with Multiple Speakers	1/0	1
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	0/0	0
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
FRONT END			
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction	0/0	0
9HAD	GRILLE Chrome	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
SPEEDOMETER, TOOLS, MISC			
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "GA"	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
FUEL TANKS			
15SXJ	FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab	14/-1	13
15WCN	DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab	-9/22	13
15LMS	FUEL/WATER SEPARATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor, Cummins Supplied on Engine	5/3	8
WHEELS, TIRES - FRONT			
27DUW	WHEELS, FRONT {Accuride 51408} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0
7372135809	(2) TIRE, FRONT 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position	56/0	56
WHEELS, TIRES - REAR			
28DUW	WHEELS, REAR {Accuride 51408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0
7372135809	(4) TIRE, REAR 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position Cab schematic 100GA Location 1: 9219, Winter White (Std) Chassis schematic N/A	0/112	112
	Services Section:		
WARRANTY			
40116	WARRANTY Standard for Durastar 1000/4000 Series, Effective with Vehicles Built January 2, 2015 or Later, CTS-2475P	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	Total Component Weight:	**6300/3583**	**9883**

Body/Allied Equipment

Code	Description	F/R Wt	Tot Wt
1	Road Wizard Sweeper	0/0	0
2	Delivery charge from Elgin to Phoenix	0/0	0
	Total Body Allied:	**0/0**	**0**

Goods Purchased

Code	Description	F/R Wt	Tot Wt
Fontaine	Dual Drive	0/0	0
State Contract	State Contract CTR041813	0/0	0
	Total Goods Purchased:	**0/0**	**0**

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

(US DOLLAR)

Description		Price
Total Factory List Price Including Options:		$110,711.00
Total Goods Purchased:		$17,453.00
Freight Charge	$2,350.00	
Total Freight:		$2,350.00
Total Factory List Price Including Freight:		$130,514.00
Less Customer Allowance:		($38,884.63)
Total Vehicle Price:		$91,629.37
Total Body/Allied Equipment:		$204,200.00
Total Sale Price:		$295,829.37
Total Per Vehicle Sales Price:		$295,829.37
Total Net Sales Excluding Taxes:		$295,829.37
Arizona Tire Tax, 6 Tires	$12.00	
Sales Tax, Pima County	$18,045.59	
Total Taxes:		$18,057.59
Net Sales Price:		$313,886.96

State Contract CTR041813

If applicable, Federal Excise Tax (FET) is included in the net sales price above.

Terms of payment are cash on delivery and prices quoted are FOB Phoenix, AZ (unless otherwise noted).

This quote is good for 30 days. All inventory units are subject to prior sale. Unless otherwise noted, the quote above does NOT include title and licensing charges or Arizona state sales tax.

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Douglas A. Ducey
Governor

Craig Brown
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007

(602) 542-5511 (main) (602) 542-5508 (fax)
http://spo.az.gov

Sent via e-mail to: mwilson@rwcgroup.com

Re: Award of Contract No. CTR041813 Heavy Duty Cabs, Chassis, and Buses

Dear Mary,

Thank you for submitting a response to solicitation No. BPM000228. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on 1/18/19.

All offers received were evaluated in accordance with the evaluation criteria set forth in the solicitation document. The procurement file for this solicitation, including evaluation documents and resultant contracts, are now available for public viewing via the State's e-Procurement system, APP.

If you have any questions regarding your company's contract, please contact me at nick.perrera@azdoa.gov or 602.542.9128. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

Nicola Perrera

Nick Perrera Statewide Procurement Manager

Attachment 1
Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Medium and Heavy Duty Cabs, Chassis, and Buses in compliance with the Solicitation indicated above and his Offer indicated by the latest dated version below:

Initial Offer:	1. Mary Wilson date	MRW initial					
Revised Offers:	2. x date #1	initial	3. x date #1	initial	4. x date #1	initial	
	5. x date #4	initial	6. x date #5	initial	7. x date #6	initial	
Best and Final Offer:	8. 1/16/19 date	initial					

RWC Group
Offeror company name

Mary Wilson MRW
Signature of person authorized to sign Offer — Initials

600 N 75th Ave
Address

Mary Wilson Truck Sales
Printed name and title

Phoenix, Arizona 85043
City | State | ZIP

Mary Wilson Truck Sales
Contact name and title

27-2085725
Federal tax identifier (EIN or SSN)

mwilson@rwcgroup.com 602-307-1037
Contact Email Address — Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by number #8 at the top of this form, and which was dated 1/16/19 (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: CTR041813 **The effective date of the Contract is:** 1/18/19 **Contract awarded** 1/18/19
Date — Date

Nicola Perrera
Procurement Officer signature

Nick Perrera
Statewide Procurement Manager

Part 2: Scope, Pricing and Terms and Conditions

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SECTION 2-A: Scope of Work

DESCRIPTION: The State of Arizona invites sealed proposals from qualified firms to provide Medium and Heavy Duty Cab and Chassis for Statewide and Eligible Agencies as specified below.

DUE DATE AND TIME: Offers shall be received until 3:00 p.m. Arizona MST, 11/28/18.

Additional information regarding submittal instructions is located within this document in the following sections: Special Instructions to Offerors and Uniform Instructions to Offerors.

Start of Scope

Requirements which must be met by vendors to be considered for this award include but are not limited to the following:

1. GENERAL CONDITIONS AND REQUIREMENTS

1.1. All chassis shall be manufacturer's current models in production throughout the term of this contract and shall be services completed by the Contractor before delivery and ready in all respects for use.

1.2. All chassis bid and furnished shall meet requirements of applicable Arizona Motor Vehicle laws and all other Federal Motor Vehicle laws (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

1.3. The Contractor shall supply a quote sheet within seven (7) calendar days after receiving request from the eligible agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options (including line item cost), applicable tax, delivery cost, total price, and point of contact. For vehicles requiring upfit/modifications, all applicable cost shall be included in quotation or as a separate quotation.

1.4. Within fourteen (14) calendar days after receipt of a purchase order, Contractor shall provide the eligible agency copies of the manufacturer's factory order numbers, to confirm vehicles have been ordered. If confirmation of manufacturer's factory order numbers is not received with in this timeframe the eligible agency has the option to cancel the order and purchase from another source. The eligible agency may charge the extra cost of procuring the vehicles to the original vendor. This shall be considered a mandatory requirement. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

2. CHASSIS MODELS

The Contractor is encouraged to provide a full line of new Medium and Heavy Duty Cab & Chassis. Contractors shall submit a vehicle specification sheet for each cab & chassis offered, please see Attachment 4. Eligible Agencies throughout the State will have varying needs.

Contractors shall provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not limited to, models and manufacturer options to meet the needs of an eligible agency.

3. CHASSIS UPFIT/MODIFICATION

The Eligible Agency may request the awarded Contractor(s) to upfit/modify any cab and chassis for specific organizational needs. For example, a chassis may require a specialized body (i.e.: dump body, landscape body, etc.). Other cab and chassis may require interior and/or exterior modifications per the Eligible Agency's request. The Eligible Agency shall supply all upfit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the upfit/modification on a quotation to the Eligible Agency for review and acceptance before any work commences.

4. WARRANTY

4.1. At a minimum, all equipment supplies under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum of the manufacturer's warranty from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the eligible agency. The written warranty shall be included with the delivered vehicles to the eligible agency.

4.2. Contractors are encouraged to provide the State additional warranty packages that exceed the minimum requirements. Additional package pricing may be listed on Attachment 4.

5. CAB AND CHASSIS EQUIPMENT REQUIREMENTS

5.1. **Decals** – Decals or markings of any type pertaining to advertisement other than those installed by the manufacturer such as name and model shall not be attached to any vehicle.

5.2. **Fluid Requirements** – Contractor shall be responsible for notifying the eligible agency of special fluid requirements that are necessary to maintain standard and extended warranties and service agreements i.e. transmission fluid, anti- freeze, oils and lubricants that must be Original Equipment Manufacturer (OEM) only.

5.3. **Service Requirements** – All vehicles shall be completely assembled, serviced, adjusted and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation. Servicing requirements shall include, but not limited to, the following:

- Complete lubrication
- Checking of all fluid levels to insure that they are filled to the manufacturer's recommended capacity
- Full tank(s) of fuel and DEF (diesel exhaust fluid) if required, less delivery fuel and DEF
- Engine adjustment to proper operation condition
- Tire inflation to correct pressure
- Checking of all mechanical and electrical operations
- Checking for any appearance defects
- Cleaning, removal of all unnecessary tags and stickers, washing if necessary

5.4. **Special Paint Requirement** – Eligible agencies may require special paint for some vehicles, i.e., special highway yellow and special eligible agency fleet colors. An increase of no more than thirty (30) days over the required delivery time shall be allowed for this requirement.

Contractors shall indicate on Attachment 4 if there are any quantity requirements or an additional cost for specialty fleet colors. If no information is entered on Attachment 4, it will be understood that there is no quantity requirement or additional cost.

5.5. **Special Title Requirement** – There may be a requirement for the title on some vehicles purchased to be titled to other than the ordering eligible agency. The State has programs that require equipment purchased from special funds be returned to the State's communities. These purchases will be made for authorized political subdivisions.

5.6. **Tires** – Any spare tire supplied, optional or standard, shall match the OEM tires and wheels contained on the vehicle. Spare tires shall be full size tire and wheel identical to factory OEM.

5.7. **Vehicle Equipment Requirements** – All base vehicles offered shall, at a minimum, include the following;

- All standard factory equipment
- Automatic transmission
- Cruise Control
- Four (4) keys and two (2) keyless entry remotes (if applicable), per vehicle
- Air conditioning (for non-buses)
- Basic radio with Bluetooth capability for cell phone connection
- Cloth seats
- Rear view mirrors on driver and passenger doors
- Standard factory tint glass, if available

6. TRAINING MATERIALS AND DIAGNOSTIC TOOLS

6.1. Training shall be provided by the Contractor for equipment supplied upon request from the eligible agency. Training shall be available for maintenance of engine and other mechanical and electrical functions. Training shall be categorized by Operator Training and Service (or Repair). Training and shall be provided in Attachment 4.

6.2. Shop Manuals – Shop manuals shall be provided by electronic, web based and/or hard copy to a requesting eligible agency.

6.3. Diagnostic Tools/Subscriptions – The Contractor shall provide a diagnostic scan tool(s), laptop program, and/or yearly subscription for any vehicles offered under this contract for which such device is available, upon request of an Eligible Agency. Cost of initial and any additional diagnostic equipment, yearly subscriptions or programs shall be provided in Attachment 4.

7. MANUFACTURER'S CERTIFICATION

7.1. The Contractor shall submit proof of Manufacturer certification in response to the qualifications questions located in Section 3 Attachment 2-A, stating that the Contractor is the Manufacturer or a Certified Representative of the Manufacturer, for each Manufacturer they represent under a resultant contract. The Manufacturer's Certification must be executed by the Manufacturer(s) only, and may not be completed by the Contractor. Dealer agreements shall not be accepted in lieu of a Manufacturer's Certification.

8. CURRENT MODELS

8.1. All vehicles shall be the manufacturer's current models in production at the time of delivery. All vehicles shall be new, unused, equivalent in style and quality to those offered to the general public and meet or exceed all specifications and requirements set forth in this

solicitation.

9. DEALERSHIP, PARTICIPATING SERVICE AND DELIVERY LOCATIONS

9.1. The Contractor may submit, at any time during the contract period, new dealership, participating service and delivery locations that will be used as subcontractors for both product deliveries and drive in service centers under the contract. Requests are to be submitted electronically and shall contain:

9.2. The dealer or outlet name

9.3. Location (physical address)

9.4. Telephone/fax numbers and email information

9.5. Key personnel at that location

9.6. Approval shall be in the form of a bilateral change order in the State's e-Procurement system, and shall become effective on the date the change order is the 'Sent' status.

10. DELIVERY (MINIMUM)

10.1. Delivery location shall be identified on the issuing eligible agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the eligible agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in the pricing document.

10.2. All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M., unless a time has been agreed upon between the Contractor and eligible agency. The Contractor shall be required to give the ordering eligible agency a minimum of 24 hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

10.3. All vehicles shall be delivered with four (4) keys and if applicable two (2) keyless entry remotes and a full tank(s) of fuel, less delivery.

10.4. The following documents shall be provided upon delivery of the vehicles(s):

10.5. M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement

10.6. Warranty Document

10.7. Manufacturers unaltered invoice

10.8. The retail price label must be affixed to the window of all vehicles delivered

10.9. Delayed warranty/in-service start request form (if requested by ordering entity)

11. EQUIPMENT INSPECTION

11.1. Contractor shall retain title and control of all goods until they are delivered, inspected and accepted. All risk of transportation and related charges shall be the responsibility of the Contractor. The Contractor shall file all claims for visible and concealed damage. The State shall notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

11.2. Each vehicle delivered shall be subject to a complete inspection by the eligible agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Thirty (30) calendar days shall be allowed

for this process. If delivered equipment is returned to the Contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.

12. IN-SERVICE NOTIFICATION

12.1. Vehicles not placed in service immediately upon receipt shall be warranted from the date the vehicle is placed in service. The eligible agency shall notify the Contractor in writing of the actual in-service date, on forms to be provided for such purpose upon request by the eligible agency.

13. OPTIONAL EQUIPMENT

13.1. All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory unless otherwise specified.

14. RECALL NOTICES

14.1. In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from any resultant contract, a notice shall be sent to the eligible agency listed on each applicable purchase order. Each notice shall reference the affected purchase order and vehicle identification number. The contractor shall provide and retrofit at no cost to the State all vehicles purchased under this contract with vehicle safety enhancements as a result of the recall.

15. VEHICLE DOCUMENTATION

15.1. The Contractor shall include in each vehicle an owner, operator and maintenance manual. This shall include all standard manufacturer literature normally furnished with the purchase of a new vehicle at the time of delivery.

16. FEDERAL TERMS

THE FOLLOWING SPECIAL TERMS AND CONDITIONS SHALL APPLY TO PURCHASES OF ANY VEHICLES PROCURED WITH FEDERAL FUNDS

16.1. BUS TESTING The Contractor (Manufacturer) agrees to comply with 49 U.S.C. §5323 (C) and FTA ‘s implementing regulation at 49CFR Part 665 and shall perform the following:

- Manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which shall be prior to the recipient’s final acceptance of the first vehicle.
- A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient’s final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer’s basis for concluding that it is not a major change requiring additional testing.
- If the manufacturer represents that the vehicle is “grandfathered” (has been used in mass transit service in the United States before October 1, 1988, and is currently being

produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such vehicle and the details of that vehicle's configuration and major components.

16.2. BUY AMERICA

- The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than $100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. RoIling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.
- An Offeror may be required to submit an appropriate Buy America certification if federal funds are utilized to procure products and/or services under the contract.

16.3. CARGO PREFEREENCE REQUIREMENTS

The Contractor agrees:

- To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the Preceding Paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- To include these requirements in all subcontracts issued Pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

16.4. CIVIL RIGHTS

- The Contractor is required to comply with Executive Order 99-4 "Non-Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.
- The Contractor is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23 CFR
- 710.405 (b) are made applicable by reference and are hereinafter considered part of this Contract.

- The Contractor is required to comply with the provisions of Executive Order 11246, entitled " Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

16.5. CLEAN AIR

The Contractor agrees to:

- Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §~ 7401 et.seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- Include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

16.6. CLEAN WATER

- The Contractor agrees to:
- Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et ~g.
- To report each violation to the Purchaser and understands and agrees that the Purchaser shall, In turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.
- To include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

16.7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- Withholding for unpaid wages and liquidated damages: The grantee or recipient shall upon its own action or upon written request of an authorized representative of the Department

of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

- Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

- Payrolls and basic records: Relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or cost anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any cost reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

16.8. ENERGY CONSERVATION

- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

16.9. FEDERAL CHANGES

- Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

16.10. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All

contractual provisions required by DOT, as set forth in FTA Circular 4220.1 C, dated May 1, 1995, are hereby incorporated by reference. Anything, to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.

16.11. LOBBYING RESTRICTIONS

- Contractors who apply or bid for an award of $100,000.00 or more shall file the certification required (ATTACHMENT ASSIGN NUMBER) by 49CFR part 20, "New Restrictions of Lobbying". Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to the Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

16.12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16.13. PRE-AWARD AND POST- DELIVERY AUDIT REQUIREMENTS

- The contractor agrees to comply with 49 U.S.C. § 5323 (1) and FTA's implementing regulation at 49

- C.F.R. Part 663 and to submit the following certifications:

- Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the offeror certifies compliance with Buy America, it shall submit documentation, which lists:

- Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs.

- The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

- Solicitation Specification Requirements: The contractor shall submit evidence that it will be capable of meeting the bid specifications.

- Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit:
- Manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or;
- Manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

16.14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

- The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §~ 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies, "49
- C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.
- The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. ~ 5307, the Government reserves the right to impose the penalties of 18
- U.S.C. § 1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

16.15. PRIVACY ACT

- The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5U.S.C. § 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

16.16. STATE AND LOCAL LAW DISCLAIMER

- The use of many of the suggested clauses are not governed by Federal Law, but are significantly affected by State Law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

End of Section 2-A

SECTION 2-B: Pricing Document

1.0 Compensation

1.1 Contractor will be compensated for the satisfactorily carrying out its obligations under the Contract by the method indicated by the "●" mark below:

●	DISCOUNT OFF LIST OR CATALOG

1.2 DISCOUNT OFF LIST OR CATALOG. A discount off list or catalog means a percentage discount to be applied to a base price for from one or more contractually-established price lists against published catalogs. The applicable discounts are scheduled the pricing document.

1.2.1 Unless specified otherwise in the Pricing Document, base price is the price that is most widely offered to general customers at the time of the Order.

1.2.2 The catalogs used to establish base price are specified otherwise in the Pricing Document. If nothing is so specified, then the commercially available catalogs published by Contractor or Subcontractor to a dealer or reseller network for the covered materials or services are to be used.

1.2.3 Each catalog must:

(a) bear the applicable State contract number;

(b) list all materials or services Contractor is authorized to sell under the Contract;

(c) not contain any items that are excluded from the Contract;

(d) provide ordering information and contact information for customer support.

1.2.4 Each catalog and its accompanying price list must include for each item:

(a) a part or model number, if applicable;

(b) a complete and accurate description of the item;

(c) the manufacturer's suggested retail price (MSRP) or Contractor's list price;

(d) a stock keeping unit (SKU) number (SKU) , if applicable;

(e) the item's unit of measure (UOM), if applicable; and

(f) the quantity in the unit of measure (QUOM), if applicable.

1.2.5 Contractor shall provide and maintain concurrent and identical electronic and hardcopy versions of all contracted price lists and catalogs.

(a) The electronic versions are to be provided as they are available.

i. State, at its discretion, may host Contractor's electronic price lists and catalogs directly, or may link through the e-procurement system as a punch-out.

ii. Regardless of the number and types of links to Contractor's electronic price lists and catalogs, Contractor shall ensure that all Eligible Agencies and Co-Op Buyers are only able to access one unified set of data.

1.3 Contractor shall supply sufficient, current hardcopy catalogs and price lists price lists to applicable Eligible Agencies at Contract commencement, and provide prompt hardcopy notice of any changes to list/catalog holders as they occur. Contractor shall not change State or any Eligible Agency (or any Co-Op Buyer, if applicable) for lists/catalogs or updates.

2.0 Pricing

2.1 CONTRACTOR'S BEST PRICING. Supplier warrants that, for the term of the Contract, the prices and discounts set out in Attachment 4 Pricing, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.1.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

2.2 For the purpose of this contract, "MSRP" shall be defined as an acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's recommended retail selling Price, list Price, published Price, or other usual and customary Price that would be paid by the purchaser for specific commodities and contractual services. It must be available and verifiable by the State.

2.3 *Medium and Heavy Duty Cab and Chassis and Available Options*. All pricing shall be a percentage off MSRP. Pricing shall include the following: all profit, administrative charges, Dealer preparation charges, environmental fees, title application and registration fees, plate transfer fees, handling charges, shipping charges, and any other charges or fees necessary to deliver the base vehicle according to the specification, exclusive of taxes. Shipping charges shall be defined as the delivery cost for each vehicle within the county in which the Contractor is located.

2.4 *Delivery*. Delivery costs for each county outside the county in which the dealer is located shall be indicated on Attachment 4 Pricing. There shall be no delivery charges for vehicles delivered within the county in which the Contractor is located.

2.5 *Supplemental Pricing – All Inclusive*. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Statement of Work and all aspects of the Contractor's offer as accepted by the State. Details of service not explicitly stated in the Statement of Work or in the Contractor's Offer, but necessarily a part of, are deemed to be understood by the Contractor and included herein. All administrative, reporting or other requirements, all overhead costs and profit and any other costs towards the accomplishment of the requirements in this Contract are included in the pricing provided.

2.6 Pricing for any additional products or services shall be in accordance with the information provided in Attachment 4- Pricing,

2.7 ***Price Reductions and Sales Promotions***. Contractor may reduce its contracted price at any time, and will provide documentation listing the original State contract price and the new reduced or promotional price. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

2.8 NO ADJUSTMENT. All prices and rates in the e-Procurement system, or Orders if and to the extent they differ from those in the exhibit, will be valid for the entire term of the Contract, and will not be subject to revision for

inflation or any changes to wages, taxes or other costs that Contractor may be obliged to incur that may be higher than those which it contemplated when proposing the relevant price or rate.

3.0 Funding

No particular funding considerations apart from paragraph 4.3 of the Uniform Terms and Conditions [*Availability of Funds*] have been identified as of the Solicitation date.

4.0 Invoicing

4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Entity/Customer (e.g. Eligible Agency or Co-Op Buyer) at the address indicated on the applicable Order document or by utilizing the Buying Entity's purchasing tool/process.

4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the The State's e-Procurement System PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract line item number	●
Contract line item description	●
Quantity delivered or performed	●
Line item unit of measure	●
Item price	●
Extended pricing	●
Discount off list or catalog	●
Taxes *(as a separate invoice line item)*	●
Upcharge shipping/freight, etc. *(as a separate invoice line item)*	Materials only
Total invoice amount due	●

4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:

1. Materials or Services that have not been authorized on an acknowledged Order;
2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or

3. Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully signed.

4.4 PRE-INVOICE REVIEW. Shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.

4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process provided or required by the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.

4.6.1 The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.

4.6.2 Invoices will be deemed automatically rejected upon delivery if they:

(a) are sent to an incorrect address;

(b) do not reference the correct State contract number; or

(c) are payable to any Person other than the Contractor.

4.6.3 The ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

5.0 Payments

5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions

5.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

5.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.

5.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.

5.5 PURCHASING CARD. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.

5.6 AUTOMATED CLEARING HOUSE. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

https://gao.az.gov/afis/vendor-information

End of Section 2-B

SECTION 2-C: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1	**Acceptance**	"Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
1.2	**Accepted Offer**	If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer. If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer. If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
1.3	**Arizona Procurement Code; A.R.S.; A.A.C.**	"Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.
1.4	**Arizona TPT**	"Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx.
1.5	**Attachment**	"Attachment" means any item that: 1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO); 2. was attached to an Offer when submitted; and 3. was included in the Accepted Offer.
1.6	**Pricing Document**	"Pricing Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
1.7	**Contract Amendment**	"Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in The State's e-Procurement System is to be construed as being synonymous with "Contract Amendment".
1.8	**Contract Terms and Conditions**	"Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
1.9	**Contractor**	"Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
1.10	**Contractor Indemnitor**	"Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.

1.11	**Co-Op Buyer**	"Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23). NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.
1.12	**Eligible Agency**	If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.
1.13	**Indemnified Basic Claims**	"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.
1.14	**Instructions to Offerors**	"Instructions to Offerors" is Section 3-a of Part 3 of the Solicitation Documents.
1.15	**Order**	"Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order": 1. "Release" or "Release Purchase Order" in The State's e-Procurement System; 2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in The State's e-Procurement System; or 3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.
1.16	**The State's e-Procurement System**	"The State's e-Procurement System" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, The State's e-Procurement System – The Official State eProcurement System*. NOTE (1): Technical Bulletin No. 020 is available online at: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations
1.17	**State**	With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.
1.18	**State Indemnitees**	"State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
1.19	**Subcontractor**	"Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "… a person who contracts to perform work or render service to … [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . ."The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.

1.20 Work

"Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

2.1 Usage

Where the Contract:

1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
2. uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [*Definitions*]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [*Definitions*]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;
5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.2 Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

(a) Contract Amendments;

(b) the final Solicitation Documents, in the order:

(1) Special Terms and Conditions;

(2) Exhibits to the Special Terms and Conditions;

(3) Uniform Terms and Conditions;
(4) Scope of Work;
(5) Exhibits to the Scope of Work;
(6) Pricing Document;
(7) Exhibits to the Pricing Document;
(8) Specifications; and
(9) any other documents referenced or included in the Solicitation;

(c) Orders, in reverse chronological order; and
(d) Accepted Offer.

ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

2.3 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.4 Complete Integration

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for **twelve (12) months unless canceled, terminated, or permissibly extended**.

3.2 Contract Extensions

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

3.3 Notices and Correspondence

3.3.1 TO CONTRACTOR. State shall:

(a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding The State's e-Procurement System Vendor Profile; and

(b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 TO STATE. Contractor shall :

(a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the The State's e-Procurement System Summary for State; and

(b) address any required notices to State to Procurement Officer identified as "Purchaser" in the State's e-Procurement System Summary at the following mailing address:

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402

Phoenix, AZ 85007

3.3.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

3.4 Signing of Contract Amendments

Contractor's counter-signature – or "approval" in The State's e-Procurement System, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

1. extension of the term of the Contract within the maximum aggregate term;
2. revision to Procurement Officer appointment or contact information; or
3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in *(1)*, *(2)*, and *(3)* above, both parties' signature – or "approval" in The State's e-Procurement System, in the case of a Change Order – are required to give it effect.

3.5 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6 Books and Records

3.6.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.8 Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor's or Subcontractors' plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.9 Ownership of Intellectual Property

3.9.1 RIGHTS IN WORK PRODUCT. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

(a) "Government Purpose Rights" are:

i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

ii. the right to release or disclose that work product to third parties for any State government purpose; and

iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

(b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.9.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

(a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;

(b) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and

(c) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.

3.10 Subcontracts

3.10.1 INITIAL LIST. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [*Proposed Subcontractors*]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For

either case *(a)* or *(b)*, Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.10.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.11 Offshore Performance of Certain Work Prohibited

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.12 Orders

3.12.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.

3.12.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.

3.12.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in The State's e-Procurement System as something other than a "Master/ Blanket" type.

3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.13 Statewide Contract Provisions

The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be

construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.

1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

   https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative

2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

   https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

   https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

5. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in The State's e-Procurement System, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in The State's e-Procurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in The State's e-Procurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in The State's e-Procurement System within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in The State's e-Procurement System and if it does so the rejection will be void.

6. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.14 Multiple-Use Provisions

Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in The State's e-Procurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.
2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.
3. As described in *(2)* above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.
4. As described in *(3)* above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

When evaluating the proposals under *(3)* and *(4)* above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

3.15 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

3.16 Work on State Premises

3.16.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.16.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*].

4.0 Costs and Payments

4.1 Payments

4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statues Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State's e-Procurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

4.2 Applicable Taxes

4.2.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2 TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5.0 Contract Changes

5.1 Contract Amendments

The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

5.2 Assignment and Delegation

5.2.1 IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 IN PART. Subject to paragraph 3.10 [*Subcontracts*] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Contractor Insurance

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage personal injury and broad form contractual liability coverage

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Damage to Rented Premises	$ 50,000
Each Occurrence	$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor, involving automobiles owned, leased, hired and/or non-owned by the

Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation……	Statutory
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor/Independent Contractor).

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 E
2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

NOTICE OF CANCELLATION: Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to State Procurement Office.

ACCEPTABILITY OF INSURERS: Contractor's Insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to , commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All such certificates required by this Contract shall be sent directly to the Arizona State

Procurement Office. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

APPROVAL and MODIFICATIONS: The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of self-insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6.3 Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgement costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.4 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State

shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

6.5 Force Majeure

6.5.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.66 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

6.6 Third Party Antitrust Violations

Contractor assigns to State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

7.0 Warranties

7.1 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

7.2 Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.3 Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.4 Licenses and Permits

Contractor warrants that it will maintain all licenses required under paragraph 3.7 [*Contractor Licenses*] and all required permits valid and in force.

7.5 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [*Assignment and* Delegation] that expressly recognizes the event.

7.6 Performance in Public Health Emergency

Contractor warrants that it will:

1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of forge majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

7.7 Lobbying

7.7.1 PROHIBITION.

(a) Contractor warrants that:

i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and

ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) Contractor shall implement and maintain adequate controls to assure compliance with *(a)* above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.7.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.8 Survival of Warranties

All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

10.1	**Claim Resolution**	Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.
10.2	**Mandatory Arbitration**	In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

11.0 General Provisions for Materials

11.1	**Applicability**	Article 11 applies to the extent the Work is or includes Materials.
11.2	**Off-Contract Materials**	Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders, State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, n either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.
11.3	**Compensation for Late Deliveries**	Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them
11.4	**Indicate Shipping Costs on Order**	Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one)
11.5	**Current Products**	Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract
11.6	**Maintain Comprehensive Selection**	Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.
11.7	**Additional Products**	State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in

response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of *(b)* typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products

11.8 Discontinued Products

If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph 11.7)

11.9 Forced Substitutes

Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.

11.10 Recalls

In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall

11.11 Delivery

11.11.1 PRICING. Unless stated otherwise in the Commercial Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.o.b. Origin, Contractor's Facility" under FAR 52.247-30

11.11.2 LIABILITY. Unless stated otherwise in the Commercial Document or an Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under FAR 52.247-35.

11.11.3 PAYMENT. Unless stated otherwise in the Commercial Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately

11.12 Delivery Time

Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order

11.13 Delivery Locations

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. if the Contract is for a single State agency in all its locations, then Contractor shall

deliver to any of that agency's location in Arizona;

3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and
4. if the Contract is for unrestricted statewide use, then:
   i. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;
   b) If a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,
   c) if the Commercial Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

11.14 Conditions at Delivery Location

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions

11.15 Materials Acceptance

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16 Correcting Defects

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.
3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.17 Returns

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within thirty (30) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

11.18 Order Cancellation

State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus one (1) additional business day
2. reimburse Contractor for:
   (a) its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day;
   (b) the cost of any obligations it incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day that demonstrably cannot be canceled, or that have pre-established cancelation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and,
3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order

11.19 Product Safety

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup

11.20 Hazardous Materials

12.0 General Provisions for Services

12.1 Applicability

Article 12 applies to the extent the Work is or includes Services.

12.2 Comprehensive Services Offering

Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.

12.3 Additional Services

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

12.4 Off-Contract Services

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

12.5 Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

12.6 Transitions

During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition. State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

12.7 Accuracy of Work

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

12.8 Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an

industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

12.9 Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.

12.10 Corrective Action Required

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

13.0 Data and Information Handling

13.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each

person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and
2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P* 2180*.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf

NOTE (2): For convenience of reference only, the GSA directive is available at:

http://www.gsa.gov/portal/directive/d0/content/658222

13.4 Protected Health Information

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in *(1)* above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in *(1)* above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

End of Section 2-B

SECTION 2-D:

Uniform Terms and Conditions

Version: 9 (7/1/2013)

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1	**Attachment**	"Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.
1.2	**Contract**	"Contract" " means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
1.3	**Contract Amendment**	"Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
1.4	**Contractor**	"Contractor" means any Person who has a Contract with the State.
1.5	**Days**	"Days" means calendar days unless otherwise specified.
1.6	**Exhibit**	"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
1.7	**Gratuity**	"Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
1.8	**Materials**	"Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
1.9	**Procurement Officer**	"Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
1.10	**Services**	"Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "… the furnishing of labor, time, or effort by [the] [C]ontractor or [S}ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.8.
1.11	**State**	"State" means the State of Arizona and Department or Agency of the State that executes the Contract.
1.12	**State Fiscal Year**	"State Fiscal Year" means the period beginning with July 1 and ending June 30.
1.13	**Subcontract**	"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

2.0 Contract Interpretation

2.1	**Arizona Law**	The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2	**Implied Terms**	Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
2.3	**Contract Order of Precedence**	In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below: 2.3.1. Special Terms and Conditions; 2.3.2. Uniform Terms and Conditions; 2.3.3. Statement or Scope of Work; 2.3.4. Specifications; 2.3.5. Attachments; 2.3.6. Exhibits; 2.3.7. Documents referenced or included in the Solicitation.
2.4	**Relationship of Parties**	The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
2.5	**Severability**	The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract..
2.6	**No Parole Evidence**	This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
2.7	**No Waiver**	Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Contract Administration and Operation

3.1	**Records**	Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
3.2	**Non-Discrimination**	The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
3.3	**Audit**	Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
3.4	**Facilities Inspection and Materials Testing**	The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
3.5	**Notices**	Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative

may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9 Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4.0 Costs and Payments

4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does

not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law

4.4 Availability of Funds for the Next State fiscal year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

5.1 Amendments

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6.0 Risk and Liability

6.1 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively

referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall **not** include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance with Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8.0 State's Contractual Remedies

8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up

	Performance Through Termination	to the date of termination, as directed in the termination notice.

10.0 Contract Claims

10.1	**Contract Claims**	All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 Arbitration

11.1	**Arbitration**	The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12.0 Comments Welcome

12.1	**Comments Welcome**	The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

End of Section 2-D

End of Part 2

8. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Rick Tadder, Management Services Director
Date:	03/11/2022
Meeting Date:	03/15/2022

TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with Stifel, Nicolaus & Company, Inc. to provide Financial Services for issuing a Water Infrastructure Finance Authority (WIFA) of Arizona Loan, a Private Placement Loan and a Private Placement Refinancing Loan debt in an amount not to exceed $135,000.

STAFF RECOMMENDED ACTION:

1. Approve the Cooperative Purchase Contract for Bond Underwriting Services with Stifel, Nicolaus & Company, Inc. for a combined fee for a maximum total not to exceed an amount of $135,000; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City of Flagstaff is anticipating issuing three loans to support Water Services funds. The first loan is approximately $20 million in a new Water Infrastructure Finance Authority of Arizona Loan to support the Rio De Flag project. The second loan is approximately $4 million in a Private Placement Loan to support the Stormwater Fund. The third loan is approximately $6 million in a Private Placement Loan for consideration of refinancing previously issued Water and Wastewater loans. When issuing debt of this type, it is not only considered customary but in the best interest of the agency issuing the debt to contract with a Financial Advisor firm such as Stifel, Nicolaus & Company, Inc. ("Stifel or Financial Advisor").

Financial Impact:

Fees paid to Financial Advisor for services rendered are often based on the value of each debt issuance. The financings being considered are three distinctively different financing and the proposed fee is $50,000 for the Water Infrastructure Finance Authority of Arizona Loan, $40,000 for the Private Placement Loan and $45,000 for the Refinancing Loan. The City will only pay on completed financings.

Debt service costs are budgeted in account 206-08-901-1990-7-4248 and 206-08-901-1990-7-4250.

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budgeting

- High Performing Governance: Enhance the organization's fiscal stability and increase efficiency and effectiveness.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

- Approve the cooperative purchase contract as recommended: or
- Conduct our own City procurement process. This will substantially delay the timing of issuing debt and may increase the interest rate on the Loans; or
- Not approve the proposed cooperative purchase contract.

Background/History:

The Stormwater Fund has a need to issue debt to fund projects. Issuing of debt had been included in the current 5-year plan for the Stormwater Fund. Staff has been working with our Financial Services and Bond Council teams to identify the best approach to issuing debt for this fund. Our intention is to complete two financing including a WIFA Loan for $20 million to fund expenditures related to the Rio de Flag Flood Mitigation project and a private placement loan for $4 million to fund projects including the Killip School Detention Basin project and a feasibility study.

In addition, the City has several current WIFA loans within our Water and Wastewater Funds that are eligible for potential refinancing. Refinancing of loans are favorable when we can issue new debt to replace current commitments with a lower interest rate debt and reduce future expenses for debt.

City Staff rely on the services of a Financial Advisor and a Bond Counsel to assure we are completing the best financing and completing all the legal requirements. The City will only pay for the services on the debt issuances that are completed.

City Procurement Staff identified a cooperative purchasing contract with Stifel for Municipal/Financial Advisor Services utilizing a cooperative contract through Crane Elementary School District No. 13 (RFP C-005-1718). The services required by the City are covered under this cooperative contract.

Staff will be back in front of Council in April to adopt Ordinances that will authorize the City to issue debt.

Community Involvement:

Inform.

Attachments:

Stifel Cooperative Purchase Contract
Scope of Service - WIFA Loan
Scope of Service - Private Placement and Refinance
Exhibit B - Agency Contract
Exhibit B - Agency Award
Exhibit B - Agency Renewal

COOPERATIVE PURCHASE CONTRACT

Contract No. 2022-101

This Cooperative Purchase Contract is made and entered into this ___ day of _____, 2022, by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Stifel, Nicolaus & Company, Inc., a Delaware Corporation ("Contractor").

RECITALS:

A. Contractor has Contract No. C-005-1718 with Crane Elementary School District No. 13 which includes cooperative purchasing language for the service of Municipal/Financial Advisory Services.

B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased. Contractor shall provide to City the materials and or services, as specified in the Schedules agreed to by the parties and attached to the Agency Contract from time to time. General description of materials and or services being lease/purchased:

Municipal/Financial Advisory Services

2. Specific Requirements of City. Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in *Schedules* attached hereto (*Exhibit A*) and agreed to by the Parties from time to time and incorporated by reference.

3. Payment. Payment to Contractor for the materials and or services provided shall be made in accordance with the price list and terms set forth in the Agency Contract and not to exceed One Hundred and Thirty-Five Thousand dollars ($135,000) for the three financings requested in the Scope of Work.

4. Terms and Conditions of Agency Contract Apply. All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Cooperative Purchase Contract as though fully set forth herein. The Agency Contract documents are attached hereto as *Exhibit B*. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

5. Certificates of Insurance. All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term. This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal. This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides

advance written notice to Contractor of its intention to non-renew.

Stifel, Nicolaus & Company, Incorporated:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A

SCOPE OF WORK

April 5, 2021 Letter

February 22, 2022 Letter

EXHIBIT B

AGENCY CONTRACT

Crane Elementary School District RFP (Contract & Pricing)

Crane Elementary School District Award Letter

Crane Elementary School District Renewal Letter (June 30, 2022)

STIFEL

Via electronic mail @ rtadder@flagstaffaz.gov

April 5, 2021

Mr. Rick Tadder, Management Services Director
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001-5399

RE: FINANCIAL ADVISORY SERVICES – City of Flagstaff, Arizona
$23,000,000 *(estimated)*, Utility Revenue Obligations, Series 2021 (Water and Storm Water Projects) –Timing, Amount and Structure To Be Determined

Stifel, Nicolaus & Company, Incorporated ("Stifel") presents for your acceptance this agreement to retain Stifel as financial advisor to the City of Flagstaff, Arizona ("Issuer") for the issuance of Storm Water / Utility Revenue Obligations, Series 2021 – timing, amount and structure to be determined (the "Obligations" or the "Bonds"). This agreement will be effective on the date signed by an authorized representative of Issuer and will authorize Stifel to act as financial advisor through the completed sale of the proposed Bonds, at which time this agreement will terminate. This agreement may also be terminated on thirty (30) days written notice by either party.

1. Scope of Work. Stifel agrees to perform the following services for Issuer with respect to the Bonds:

    a. Assume overall responsibility for the financial analysis and Bond structuring recommendations for the Bonds;

    b. In a private placement transaction, assist the Issuer with the development of the Request for Proposal/Term Sheet and related package which would be distributed by the Issuer (after due diligence) to several financial institutions;

    c. Assist in evaluating the Water Infrastructure Finance Authority (WIFA) funding alternative (storm water and wastewater related public infrastructure);

    d. In a public offering of the Bonds, Stifel would assist the Issuer with the selection of an Underwriter, assist as required with rating agency presentations and related materials and assist with all matters relative to the Pricing and closing of the Bonds;

    e. Conduct/coordinate a Due Diligence conference call with the Issuer, bond counsel to review the Term Sheet/RFP or Official Statement(s) (if necessary) prior to distribution to prospective purchasers;

    f. Assist the Issuer with the review of all proposals. Calculate the bids, review terms and proposed covenants and identify the prospective successful bid and cover bid;

    g. Coordinate financing time schedule, distribution of documents, wire-transfer of funds, delivery of Bonds and Bond closing;

h. If requested, assist Issuer in procuring any appropriate ancillary financing-related products and services including Trustee and Registrar and Paying Agent;

i. Attend Issuer meetings as requested; and

j. Provide such other services as are mutually agreed upon in writing by Issuer and Stifel.

2. Issuer's Obligations. Issuer agrees that, with respect to the Bonds, its staff and consultants will cooperate with Stifel and make available any data in the possession of Issuer necessary to perform Stifel's financial advisory services and regulatory obligations as described in Exhibit A to this agreement.

3. Regulatory Disclosures:

a. Issuer is aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission's adopted rule commonly known as the "Municipal Advisor Rule" (SEC Rule 15Ba1-1 to 15Ba1-8 -"the Rule"). Stifel will be serving as a municipal advisor to the Issuer under the Rule and this agreement documents the municipal advisory relationship between Stifel and the Issuer.

b. MSRB Rule G-42 requires that a municipal advisor provide its client with certain written disclosures. Please see Exhibit A to this agreement for those disclosures.

4. Compensation:

Stifel's financial advisory services and expenses in processing the Series 2021 Utility Revenue Obligations, Stifel shall be paid a fee at the completion of the sale of the bonds, pursuant to this agreement and as set forth in Exhibit B to this agreement. Any out of pocket expenses would be approved by the Issuer.

This letter acknowledges that Stifel is being procured by the City through its membership in the Strategic Alliance of Volume Expenditures ("SAVE") purchasing cooperative ad the contract awarded to Stifel through the Investment Banking Request for Proposals C-005-1718 procurement process facilitated by the Crane Elementary School District No. 13 of Yuma County, Arizona, and other Arizona school district SAVE members (the "SAVE Contract"). The scope of services Stifel will provide the City under the SAVE contract will include the following services (some of which will be ongoing and will not terminate upon the issuance of the Obligations) and such other services are mutually agreed to by Stifel and the City.

5. Authority to Direct Financial Advisor:

The following individuals have the authority to direct Stifel's performance of its scope of work under this agreement: Mr. Rick Tadder, Management Services Director.

Respectfully submitted this 5th day of April 2021.

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: Mark Reader
Name: Mark Reader
Title: Managing Director

ACCEPTANCE

I, Rick Tadder, Management Services Director, upon approval by the governing body of the City of Flagstaff, hereby accept the agreement as submitted by Stifel, Nicolaus & Company, Incorporated relative to the financial advisory services, as described herein.

By: Rick Tadder
Name: Rick Tadder
Title: Management Services Director

Date: 4/5/2021

EXHIBIT A

City of Flagstaff, Arizona
Financial Advisory Engagement
Storm Water Utility Revenue Obligations, Series 2021/2022

MSRB Rule G-42 Disclosures

As municipal advisor to the City of Flagstaff, Arizona ("you"), Stifel Nicolaus ("Stifel" or "we") is subject to the rules of the Municipal Securities Rulemaking Board (MSRB), including MSRB Rule G-42. The rule directs us to make certain disclosures to you. Please review the following disclosures and contact your Stifel municipal advisor if you have any questions.

Our Duties as Your Municipal Advisor

Rule G-42 describes our basic duties to you. Most importantly, we owe you a fiduciary duty, the principal element of which is a duty of loyalty. Under the duty of loyalty, we are required to deal honestly and in the utmost good faith with you and to act in your best interests without regard to our financial or other interests. We may not serve as your municipal advisor if we believe that we have any conflicts of interest that we cannot manage or mitigate so that we can act in your best interests.

Rule G-42 also provides that we owe you a duty of care. As part of that duty, we must possess the degree of knowledge and expertise needed to provide you with informed advice. Also, under that duty, when we make recommendations to you or help you to evaluate the recommendations of others, we may need to ask questions to make sure that we have all the relevant facts.

Disclosure of Conflicts

Rule G-42 requires us to disclose to you any known material, actual or potential conflicts of interest that could reasonably be expected to impair our ability to provide you with advice, including any conflicts associated with contingent fee arrangements. As described in our engagement letter, the payment of our fee will be contingent on the closing of the bond issue described in the engagement letter [and the amount of compensation will be based on a percentage of the principal amount of the bond issue]. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since we may have an incentive to recommend a transaction to you that is unnecessary or to recommend that the size of the bond issue be larger than is necessary. We would, of course, be willing to discuss an alternative fee arrangement, if that is your preference.

Stifel has not identified any additional potential or actual material conflicts that require disclosure.

Legal and Disciplinary Event Disclosures

Each firm that is registered as a municipal advisor with the U.S. Securities and Exchange Commission (SEC) is required to file Form MA with the SEC and update that form periodically and as events change. The firm is also required to file a Form MA-I for each of its employees who is engaged in municipal advisory activities. Stifel's most recent Form MA and the Form MA-1 for each current Stifel municipal advisor employee may be found on the SEC's EDGAR website using the following hyperlink: http://www.sec.gov/cgi-bin/browse-edgar?CIK=0000094403&owner=exclude&action=getcompany&Find=Search.

Item 9 of Form MA requires each municipal advisor firm to disclose any criminal, regulatory violations, or self-regulatory violations and certain civil litigation. Because we are a broker-dealer firm, Form MA permits us to cross-reference to our Form BD, which is available on the website of the Financial Industry Regulatory Authority (FINRA), and our Form ADV, which is available on the SEC website. For your convenience, you may access our Form BD by using the following hyperlink: http://brokercheck.finra.org/Firm/Summary/793. You may access our Form ADV by using the following hyperlink: https://www.adviserinfo.sec.gov/IAPD/IAPDSearch.aspx and entering Firm 793 in the search field. Item 6 of each Form MA-I requires comparable disclosure about a municipal advisor individual, as well as customer complaint, arbitration, investigation, termination, financial, and judgment/lien disclosure. When an individual has a disciplinary history, Form MA-1 permits us to cross-reference to that individual's Form U-4. The disciplinary history on an individual's Form U-4 is accessible entering the individual's name in FINRA's "Broker-Check" service, using the following hyperlink: http://brokercheck.finra.org/.

In May 2020, Stifel, Nicolaus & Company, Incorporated (the Firm) entered into a Letter of Acceptance, Waiver and Consent (AWC) with the Financial Industry Regulatory Authority (FINRA) whereby the Firm without admitting or denying any specific findings, consented to findings that, from January 2012 through December 2016, the Firm failed to establish, maintain and enforce written supervisory procedures (WSPS) that were reasonably designed to achieve compliance with FINRA's suitability rule as it pertains to early rollovers of unit investment trusts (UITs). As a result the Firm violated NASD Rule 3010, FINRA Rule 3110, and FINRA Rule 2010. Additionally, the Firm consented to a further violation of FINRA Rule 2010 in connection with the sending of "switch letters" to customers containing inaccurate information about the costs they incurred as a result of the early UIT rollovers. The Firm agreed to pay a fine of $1.75 million and restitution in the amount of $1,891,188.13, plus interest. The FINRA staff did not require any remedial undertakings by the Firm in the AWC. The Firm has implemented various enhancements to its supervision and compliance oversight of early rollovers of UITs which it believes addresses the alleged deficiencies identified by FINRA. Those enhancements include implementation of a switch alert notification for early rollovers, a risk-based approach of compliance oversight for early rollover activity and a periodic "look-back" by the compliance department of early rollover activity by selected financial advisors.

None of the activities addressed in the AWC were municipal advisory services provided to our municipal entity or obligated person clients. We do not believe that any of the legal or disciplinary event disclosures described in our Form MA is material to our ability to serve as your municipal advisor.

Evaluation of Recommendations/Suitability

As provided in our engagement letter, we will assist you in evaluating recommendations, whether made by Stifel or, upon your written request, by third-parties, such as underwriters. We will provide you with our evaluation of the material risks, potential benefits, structure, and other characteristics of the transaction or product. We will discuss with you why we think a recommendation we make is suitable for you. In the case of recommendations made by an underwriter or other third-party that you request in writing that we review, we will discuss with you why we think the recommended transaction or product is or is not suitable for you. We will also inform you of any other reasonably feasible alternatives considered.

In order for us to evaluate whether we think a recommendation is suitable for you, we are required to consider the following factors and we may need information from you about those factors, much as if you were opening a brokerage account:

- financial situation and needs,
- objectives,
- tax status,
- risk tolerance,
- liquidity needs,
- experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended,
- financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction were reasonably expected to be outstanding, and
- any other material information known by the municipal advisor about the client and the municipal securities transaction or municipal financial product, after reasonable inquiry.

Additional Information

We also wish to inform you that Stifel is registered as a municipal advisor with both the SEC and the MSRB. Information about the duties of a municipal advisor, as well as the procedures for filing a complaint, may be found on the MSRB's website by clicking on the following link: http://www.msrb.org/~/media/Files/Resources/MSRB-MA-Clients-Brochure.ashx?la=en. The general website for the MSRB is www.msrb.org. If you have any questions, please contact your municipal advisor.

EXHIBIT B

Compensation

For Stifel's financial advisory services and expenses related to the Bonds, Stifel shall be paid a fee at the completion of the sale and closing of the Bonds.

The fees below are shown per $1,000 of proceeds, excluding premium used for any costs. See notes on this form for additional information.

	10 to 24.999 Million
New Revenue Bonds	
Fee for Financial Advisor	$2.50 (minimum $40,000)

STIFEL

Via electronic mail @ rtadder@flagstaffaz.gov

February 22, 2022

Mr. Rick Tadder, Management Services Director
City of Flagstaff
211 W. Aspen Avenue
Flagstaff, AZ 86001-5399

RE: FINANCIAL ADVISORY SERVICES – City of Flagstaff, Arizona
$4.0 million (New Money) and $6.0 (Refunding) Estimated Utility System Revenue Obligations, Series 2022 – Private Placement Transaction

Stifel, Nicolaus & Company, Incorporated ("Stifel") presents for your acceptance this agreement to retain Stifel as financial advisor to the City of Flagstaff, Arizona ("Issuer") for the proposed Utility System Revenue Obligations, Series 2022 – Private Placement Transaction (the "Obligations") estimated to be issued in the aggregate principal amount of approximately $4.0 million (New Money) and $6.0 million (Refunding). This agreement will be effective on the date signed by an authorized representative of Issuer and will authorize Stifel to act as financial advisor through the completed placement/sale of the proposed Obligations, at which time this agreement will terminate. This agreement may also be terminated on thirty (30) days written notice by either party.

1. Scope of Work. Stifel agrees to perform the following services for Issuer with respect to the Obligations:

    a. Assume overall responsibility for the financial analysis and structuring recommendations for the Obligations;

    b. In a private placement transaction, assist the Issuer with the development of the Request for Proposal/Term Sheet and related package which would be distributed by the Issuer (after due diligence) to several financial institutions. Assist the City and team with the evaluation of such proposals;

    c. Coordinate with bond counsel, other attorneys and staff in connection with the sale of the Obligations;

    d. Coordinate financing time schedule, distribution of documents, wire-transfer of funds, delivery of bonds and bond closing;

    e. If requested, assist Issuer in procuring any appropriate ancillary financing-related products and services including, paying agent/registrar/trustee,

and other such products and services as Issuer may deem necessary or desirable in connection with any financing.

f. Attend Issuer meetings as requested;

g. Provide such other services as are mutually agreed upon in writing by Issuer and Stifel.

2. Issuer's Obligations. Issuer agrees that, with respect to the Obligations, its staff and consultants will cooperate with Stifel and make available any data in the possession of Issuer necessary to perform Stifel's financial advisory services and regulatory obligations as described in Exhibit A to this agreement.

3. Regulatory Disclosures:

a. Issuer is aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission's adopted rule commonly known as the "Municipal Advisor Rule" (SEC Rule 15Ba1-1 to 15Ba1-8 -"the Rule"). Stifel will be serving as a municipal advisor to the Issuer under the Rule and this agreement documents the municipal advisory relationship between Stifel and the Issuer.

b. MSRB Rule G-42 requires that a municipal advisor provide its client with certain written disclosures. Please see Exhibit A to this agreement for those disclosures.

4. Compensation:

For Stifel's financial advisory services and expenses in processing the Series 2022 System Revenue Obligations, Stifel shall be paid a fee at the completion of the sale of the Obligations. Stifel's compensation for its services and expenses pursuant to this agreement are set forth in Exhibit B to this agreement.

This letter acknowledges that Stifel is being procured by the City through its membership in the Strategic Alliance of Volume Expenditures ("SAVE") purchasing cooperative and the contract awarded to Stifel through the Investment Banking Request for Proposals C-005-1718 procurement process facilitated by the Crane Elementary School District No. 13 of Yuma County, Arizona, and other Arizona school district SAVE members (the "SAVE Contract"). [HP(-NY3B1]

5. Authority to Direct Financial Advisor:

The following individuals have the authority to direct Stifel's performance of its scope of work under this agreement: Mr. Rick Tadder, Management Services Director

Respectfully submitted this 22nd day of February, 2022.

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: Mark Reader
Name: Mark Reader
Title: Managing Director

ACCEPTANCE

I, Rick Tadder, Management Services Director, upon approval by the governing body of the City of ~~Flagstaff~~, hereby accept the agreement as submitted by Stifel, Nicolaus & Company, Incorporated relative to the financial advisory services, as described herein.

By: Rick Tadder Date: 02/26/2022
Name: Rick Tadder
Title: Management Services Director

EXHIBIT A

City of Flagstaff, Arizona
Financial Advisory Engagement
System Revenue Obligations, Series 2022 (New Money and Refunding)

MSRB Rule G-42 Disclosures

As municipal advisor to the City of Flagstaff, Arizona ("you"), Stifel Nicolaus ("Stifel" or "we") is subject to the rules of the Municipal Securities Rulemaking Board (MSRB), including MSRB Rule G-42. The rule directs us to make certain disclosures to you. Please review the following disclosures and contact your Stifel municipal advisor if you have any questions.

Our Duties as Your Municipal Advisor

Rule G-42 describes our basic duties to you. Most importantly, we owe you a fiduciary duty, the principal element of which is a duty of loyalty. Under the duty of loyalty, we are required to deal honestly and in the utmost good faith with you and to act in your best interests without regard to our financial or other interests. We may not serve as your municipal advisor if we believe that we have any conflicts of interest that we cannot manage or mitigate so that we can act in your best interests.

Rule G-42 provides that we owe you a duty of care. As part of that duty, we must possess the degree of knowledge and expertise needed to provide you with informed advice. Also, under that duty, when we make recommendations to you or help you to evaluate the recommendations of others, we may need to ask questions to make sure that we have all the relevant facts.

Disclosure of Conflicts

Rule G-42 requires us to disclose to you any known material, actual or potential conflicts of interest that could reasonably be expected to impair our ability to provide you with advice, including any conflicts associated with contingent fee arrangements. As described in our engagement letter, the payment of our fee will be contingent on the closing of the bond issue described in the engagement letter. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since we may have an incentive to recommend a transaction to you that is unnecessary or to recommend that the size of the bond issue be larger than is necessary. We would, of course, be willing to discuss an alternative fee arrangement, if that is your preference.

Stifel has not identified any additional actual or potential[1] material conflicts of interest.

Legal and Disciplinary Event Disclosures

Each firm that is registered as a municipal advisor with the U.S. Securities and Exchange Commission (SEC) is required to file Form MA with the SEC and update that form periodically and as events change. The firm is also required to file a Form MA-I for each of its employees who is engaged in municipal advisory activities. Stifel's most recent Form MA and the Form MA-1 for each current Stifel municipal advisor employee may be found on the SEC's EDGAR website using the following hyperlink: http://www.sec.gov/cgi-bin/browse-edgar?CIK=0000094403&owner=exclude&action=getcompany&Find=Search.

Item 9 of Form MA requires each municipal advisor firm to disclose any criminal, regulatory violations, or self-regulatory violations and certain civil litigation. Because we are a broker-dealer firm, Form MA permits us to cross-reference to our Form BD, which is available on the website of the Financial Industry Regulatory Authority (FINRA), and our Form ADV, which is available on the SEC website. For your convenience, you may access our Form BD by using the following hyperlink: http://brokercheck.finra.org/Firm/Summary/793. You may access our Form ADV by using the following hyperlink: https://www.adviserinfo.sec.gov/IAPD/IAPDSearch.aspx and entering Firm 793 in the search field. Item 6 of each Form MA-I requires comparable disclosure about a municipal advisor individual, as well as customer complaint, arbitration, investigation, termination, financial, and judgment/lien disclosure. When an individual has a disciplinary history, Form MA-1 permits us to cross-reference to that individual's Form U-4. The disciplinary history on an individual's Form U-4 is accessible entering the individual's name in FINRA's "Broker-Check" service, using the following hyperlink: http://brokercheck.finra.org/.

In May 2020, Stifel, Nicolaus & Company, Incorporated (the Firm) entered into a Letter of Acceptance, Waiver and Consent (AWC) with the Financial Industry Regulatory Authority (FINRA) whereby the Firm without admitting or denying any specific findings, consented to findings that, from January 2012 through December 2016, the Firm failed to establish, maintain and enforce written supervisory procedures (WSPS) that were reasonably designed to achieve compliance with FINRA's suitability rule as it pertains to early rollovers of unit investment trusts (UITs). As a result the Firm violated NASD Rule 3010, FINRA Rule 3110, and FINRA Rule 2010. Additionally, the Firm consented to a further violation of FINRA Rule 2010 in connection with the sending of "switch letters" to customers containing inaccurate information about the costs they incurred as a result of the early UIT rollovers. The Firm agreed to pay a fine of $1.75 million and restitution in the amount of $1,891,188.13, plus interest. The FINRA staff did not require any remedial

[1] When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

undertakings by the Firm in the AWC. The Firm has implemented various enhancements to its supervision and compliance oversight of early rollovers of UITs which it believes addresses the alleged deficiencies identified by FINRA. Those enhancements include implementation of a switch alert notification for early rollovers, a risk-based approach of compliance oversight for early rollover activity and a periodic "look-back" by the compliance department of early rollover activity by selected financial advisors.

None of the activities addressed in the AWC were municipal advisory services provided to our municipal entity or obligated person clients. We do not believe that any of the legal or disciplinary event disclosures described in our Form MA is material to our ability to serve as your municipal advisor.

Evaluation of Recommendations/Suitability

As provided in our engagement letter, we will assist you in evaluating recommendations, whether made by Stifel or, upon your written request, by third-parties, such as underwriters. We will provide you with our evaluation of the material risks, potential benefits, structure, and other characteristics of the transaction or product. We will discuss with you why we think a recommendation we make is suitable for you. In the case of recommendations made by an underwriter or other third-party that you request in writing that we review, we will discuss with you why we think the recommended transaction or product is or is not suitable for you. We will also inform you of any other reasonably feasible alternatives considered.

In order for us to evaluate whether we think a recommendation is suitable for you, we are required to consider the following factors and we may need information from you about those factors, much as if you were opening a brokerage account:

- financial situation and needs,
- objectives,
- tax status,
- risk tolerance,
- liquidity needs,
- experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended,
- financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction were reasonably expected to be outstanding, and
- any other material information known by the municipal advisor about the client and the municipal securities transaction or municipal financial product, after reasonable inquiry.

Additional Information

We also wish to inform you that Stifel is registered as a municipal advisor with both the SEC and the MSRB. Information about the duties of a municipal advisor, as well as the procedures for filing a complaint, may be found on the MSRB's website by clicking on the following link: http://www.msrb.org/~/media/Files/Resources/MSRB-MA-Clients-Brochure.ashx?la=en. The general website for the MSRB is www.msrb.org. If you have any questions, please contact your municipal advisor.

EXHIBIT B

Compensation

	Less than 2 Million	2 to 9.999 Million
New Money Revenue Bonds		
Fee for Financial Advisor	up to $40,000	$40,000
Refinancing Revenue Bonds		
Fee for Financial Advisor	up to $45,000	$45,000

Original

CRANE ELEMENTARY SCHOOL DISTRICT NO. 13

Request for Proposal
RFP: C-005-1718
Project: Investment Banking Services

SEALED PROPOSAL DUE:
WEDNESDAY, MAY 2, 2018 AT 2:00 P.M. MOUNTAIN STANDARD TIME
Proposal Effective as of the Date of this Response through the Contract Period of July 2018-June 2019
Optional Annual Renewal for Four (4) Additional Years

Michael LaVallee| **Managing Director**
Stifel, Nicolaus & Company, Incorporated
Direct: 602.794.4008 | **Fax**: 602.794.4046
E-mail: mlavallee@stifel.com | www.stifel.com
2325 E. Camelback Road, Suite 750 | Phoenix, AZ 85016

STIFEL

STIFEL

May 2, 2018

Ms. Mercedes Villafana
Crane Elementary School District No. 13
J. Michael Wicks Support Services Center
900 S. Avenue C
Yuma, AZ 85364

RE: Crane Elementary School District No. 13
RFP: C-005-1718
Project: Investment Banking Services

Dear Ms. Villafana:

On behalf of Stifel, Nicolaus & Company, Incorporated ("Stifel" or the "Firm"), we appreciate the opportunity to respond to Request for Proposal No. C-005-1718 for Investment Banking Services (the "RFP") and are pleased to submit our credentials for your consideration. If selected, we look forward to serving the Crane Elementary School District No. 13 (the "District" or "Crane ESD") as well as other members of the Strategic Alliance for Volume Expenditures ("SAVE") and the Yuma Educational Purchasing Association ("YEPA"). Bankers at the Firm have had the pleasure of working with the District and staff for over ten years dating back to 2005 when the District passed its $11.87 million bond election. We assisted the District with both the 2005 and 2014 bond elections which successfully passed. In addition, we worked closely with staff and the financing team to underwrite bonds to finance capital projects, as well as on two separate refunding transactions that saved District taxpayers over $300,000 of net present value debt service.

Stifel, founded in 1890, is a wholly owned subsidiary of Stifel Financial Corp. With over 7,200 employees we are one of the largest full-service broker dealers in the country, providing investment banking, trading, securities brokerage, investment advisory, and related financial services to municipalities, investors, professional money managers and businesses. Although this vast level of national resources is certainly noteworthy, Stifel prides itself on regional focus. Our philosophy is to maximize the resource benefits associated with being a national firm, while offering relevant, local and relationship based service in the regional markets in which we operate. We believe this unique combination of Firm characteristics greatly benefits our Arizona public finance clients and ultimately enhances Stifel's success.

Highlights of our proposal are below.

- **Stifel Advantage Services.** We believe the Stifel Advantage Services offered to our Arizona school district and municipal jurisdiction clients sets the Firm apart from all other investment banking firms. Stifel takes pride in this distinction and our professionals continually adapt the services we provide to the pace, process and needs of our Arizona municipal clients. In addition to providing services not available from other investment banking firms, Stifel believes our Advantage Services also means executing traditional banking functions to the highest level possible for our clients, and we take this level of commitment to execution seriously. Stifel's capable team includes in-state professionals with not only proven investment banking talent and experience, but also unique capabilities in the areas of legislation, research, education finance, tax analysis and public policy. These important Advantage Services have proven very valuable to our clients both within the scope of debt financings and as our clients continually work to maximize available capital resources. (Samples of Stifel Advantage Services materials are available upon request.)

STIFEL

- **Local Arizona and Yuma Area Presence.** The Stifel Public Finance office in Phoenix is the largest and most active public finance practice in the State serving school districts, municipalities, special tax districts, colleges, universities and State agencies. Additionally, Stifel has the largest and most active municipal underwriting desk in the West. The expertise of the Stifel Team with Arizona school capital finance is unmatched amongst competitors. Stifel's Phoenix banking team has a total of eight senior professionals and over 30 years of continuous focus on providing Arizona municipal jurisdictions the services described in the RFP and who pride themselves on face-to-face interactions. For Arizona school districts, in addition to working with our clients to execute bond transactions, this service has meant on-going and continual support of education organizations, technical assistance with K-12 capital finance legislative issues, dedicated assistance with bond and override elections, and finding unique financing solutions during challenging economic and State budget periods.

  As previously mentioned, the Firm and bankers have a long history servicing Crane ESD. In addition, the Firm underwrote a $14.6 million bond issue for Yuma ESD in 2017, and a $21 million bond issue in 2015. Stifel has also worked with other school districts, cities and the county in Yuma with bond elections and/or investment banking services including Gadsden ESD, Antelope UHSD, City of San Luis, City of Yuma and Yuma County.

- **Leading Broker Dealer Firm.** With more than 350 retail offices and over 2,200 registered representatives (19 in Arizona), Stifel has been a force for tax-exempt bonds issued in the United States for more than eight decades. Stifel has a unique understanding of the municipal market because of the Firm's extensive tenure in the industry and vast local financing experience in Arizona and other states served. Through assisting with hundreds of transactions each year totaling several billion dollars, Stifel has maintained a familiar name with municipal issuers, all the leading institutional bond investors and thousands of retail investors alike, who appreciate the higher level of service a municipal bond specialist can provide. The consistent volume of pricing activity keeps our underwriters and sales professionals in constant touch with all major institutional Arizona bond investors. Our extensive capital markets experience and local market knowledge as one of the top underwriters in Arizona greatly enhances our services to municipal issuers. On a national level in 2017, Stifel was ranked as the 7th most active underwriter by par amount ($18.1 billion) and ranked 1st by number of deals (781) for negotiated transactions. In Arizona, Stifel ranked #1 both by par amount ($965.7 million) and number of transaction (48) as lead manager for negotiated transactions.

- **No. 1 Underwriter for K-12 School Finance.** K-12 public school district finance has always been a cornerstone of Stifel's municipal practice. In recent years, the Firm has been consistently ranked among the top U.S. underwriting firms by number of transactions and par amount of K-12 public school financings. From 2014 through April 20, 2018, Stifel served as lead underwriter for 1,916 K-12 transactions with a total par value of over $33 billion. This far exceeded the underwriting activity of our closest competitors. In Arizona, for the same time period, Stifel served as lead manager for 108 K-12 transactions with a par value of over $2.4 billion. Again, far exceeding the underwriting activity of our closest competitors. *Stifel is the clear leader in providing underwriting services to school districts in Arizona and nationally*.

STIFEL

- **Community Involvement.** In tandem with our investment banking services provided to school districts and other municipal jurisdictions in Arizona, Stifel is committed to supporting our clients in their larger efforts to provide services to the citizens of Arizona. To this end, Stifel has long been engaged with numerous client organizations. This involvement includes supporting conferences, educational presentations and community service activities. There organizations include:

    - Arizona Association of School Business Officials (AASBO)
    - Arizona School Administrators Association (ASA)
    - Arizona School Boards Association (ASBA)
    - Government Finance Officers Association of Arizona (GFOAz)
    - Arizona City/County Managers Association (ACMA)
    - Arizona Town Hall
    - Arizona League of Cities and Towns

Thoughtful banking service and efficient market distribution are embedded in the foundation of Stifel's Public Finance practice. We are confident we can offer the highest quality services, augmented by decades of capital markets expertise in conjunction with this RFP. We have one of the largest, most experienced Public Finance staffs in the State and ample resources to help our clients accomplish their financing objectives in the most cost-effective and timely fashion possible.

We appreciate the opportunity to present our credentials and will give every engagement our highest commitment. We believe you will find the depth of our experience, our approach, and the quality of our execution provide the right combination for Stifel to serve the District, and the members of SAVE and YEPA. If you should have any further questions or need additional information, please feel free to contact us. We look forward to hearing from you.

Sincerely,

Robert Casillas
Managing Director

Grant Hamill
Managing Director

Mike LaVallee
Managing Director

Bryan Lundberg
Managing Director

Mark Reader
Managing Director

Erika Coombs
Director

Randie Stein
Director

Sandra Day
Vice President

STIFEL ON-GOING SERVICES AND STIFEL ADVANTAGE SERVICES SUMMARY

Services	Investment Banking	Stifel Advantage Services	Stifel Advantage Services Description
Bond and Override Election Assistance	X	X	In addition to basic election assistance and preparation of required tables, Stifel works closely with local bond counsel each year to ensure recent legislative changes are properly incorporated into the election resolution and voter pamphlet documents.
Preparation/Facilitation for Bond Sales	X		Our staff is diligent, organized and pays careful attention to detail to ensure smooth execution.
Credit Rating Assistance	X		We have assisted with numerous credit rating presentations over the years. We bring this collective experience to enhance the process for each issuer.
Assistance with Bond Related Reports	X		This service is available as needed and we are pleased to assist our clients.
Periodic Analyses of Refinancing Savings Potential	X		Recognizing the importance of taxpayer dollars and efficient district and government operations, we routinely review our clients' outstanding debt for possible refunding opportunities.
Assistance with Annual Bond Related Budgeting and Tax Calculations	X		We join with our clients to provide information and verify calculations in an attempt to avoid issues during the budgeting and property tax rate setting processes.
Facilitation/Interpretation with Arbitrage Consultants	X		We monitor developments relating to this aspect of the bond issuance process to keep our clients informed and ahead of the requirements.
Cash Flow/TANS/Advance State Aid Analyses		X	We have assisted school districts throughout our tenure with cash flow analyses for advance State Aid, when available, applications and justification of the issuance of TANS.
Annual Reminders for Continuing Disclosure and State Bond/Override Public Meetings		X	Reminders are e-mailed to clients with appropriate summaries, and Stifel contact information if direct conversation would be useful.
In-Depth Property Tax Analyses		X	Part of the Stifel on-going commitment to our clients is staying abreast of property tax changes and the potential impact on K-12 districts and municipal governments.
Exclusive Topical Seminars (3-4 per year for school districts)		X	Seminar topics vary but always include timely and useful information. Sample topics include: election results, property taxation, Arizona state budget update, continuing disclosure.
School Capital Legislative Updates		X	Reports sent periodically during the legislative session to keep clients informed about potential changes in the area of school capital finance and Arizona property taxation.
Periodic School Facilities Board/School Finance Updates		X	Stifel services include constant monitoring of the school capital finance issues affecting our clients. Information is periodically distributed by e-mail, as situations warrant.
Legislative Assistance		X	The Stifel Team is uniquely qualified and dedicated to assisting our clients with Legislative issues as they arise. Our extensive experience with State statutes, school finance, state revenue and taxation issues and our modeling ability is a resource only available to Stifel clients.

STIFEL

Crane Elementary School District No. 13
RFP: C-005-1718
Project: Investment Banking Services

COVER LETTER

Stifel On-Going Services and Stifel Advantage Services Summary

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Tab 7: Appendices
- **Appendix A – Arizona Experience List**
- **Appendix B – Arizona School District Non-Traditional Financing Experience List**

DISCLOSURE: As outlined in the SEC's Municipal Advisor Rule, Stifel, Nicolaus & Company, Incorporated ("Stifel") is providing the attached material and all information and advice contained therein in response to a request for proposals or request for qualifications (the "RFP") by a municipal issuer or obligated person with respect to a specific issue of municipal securities. Stifel has not acted, and will not act, as your municipal advisor with respect to the issuance of the municipal securities that is the subject to the RFP.

Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm's- length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its' own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

These materials have been prepared by Stifel for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. All terms and conditions are subject to further discussion and negotiation. Stifel does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. These materials do not constitute an offer or solicitation to sell or purchase any securities and are not a commitment by Stifel to provide or arrange any financing for any transaction or to purchase any security in connection therewith and may not relied upon as an indication that such an offer will be provided in the future. Where indicated, this presentation may contain information derived from sources other than Stifel. While we believe such information to be accurate and complete, Stifel does not guarantee the accuracy of this information. This material is based on information currently available to Stifel or its sources and is subject to change without notice. Stifel does not provide accounting, tax or legal advice; however, you should be aware that any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.

ATTESTATION OF MANDATORY QUALIFICATIONS AND STIFEL EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-HARASSMENT AND ANTI-DISCRIMINATION POLICIES

Mandatory Qualifications

Stifel is in compliance with all the stated mandatory requirements.

1. Evidence of successful financial services in the sale of bonds or debt obligations for Arizona school districts is included in the proposal.
2. Stifel has maintained a public finance office within Arizona over the last five (5) years and has public finance officers in Arizona with a Series 53 or Series 24 license.
3. Evidence of capabilities in debt structuring, advising and issuance of the sale of bonds for school districts is included in the proposal.
4. Stifel is able to provide evidence of liability and errors and omissions insurance or self-insurance in the minimum amount of $1,000,000.

Equal Employment Opportunity Policy. (*excerpted language from the Stifel Associate Handbook January 2018.)*
Stifel is committed to providing equal employment opportunities (EEO) to all associates, applicants for employment, and individuals providing services in the workplace without regard to actual or perceived race, color, religion, creed, gender, pregnancy (including childbirth, lactation, child-bearing capacity, sterilization, fertility, past pregnancy condition and the potential or intention to become pregnant and related medical condition), sexual orientation, gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), national origin, ancestry, age, disability, weight, genetic information, marital status, citizenship status, familial status, homelessness (i.e., lack of a permanent mailing address or a mailing address that is a shelter or social services provider), status as a covered veteran or any other protected criteria in accordance with applicable federal, state and local laws. Stifel complies with applicable state and local laws governing non-discrimination in employment applicable to each location in which the Firm operates. Stifel strictly prohibits any form of unlawful discrimination.

Equal opportunity extends to all aspects of the employment relationship, including hiring, transfers, promotions, training, termination, working conditions, compensation, benefits, and other terms and conditions of employment. All Stifel associates are responsible for implementing this EEO policy in their daily actions, conduct and decisions. All associates are expected to treat each other with respect and professionalism.

Associates are encouraged to contact Human Resources regarding any potential violation of this policy as soon as possible. Stifel strictly prohibits any type of retaliation against an individual who in good faith reports a violation of this policy, raises a complaint or concern regarding discrimination or harassment, or otherwise engages in protected activity under the law.

Stifel will also comply with the applicable provisions of the Americans with Disabilities Act (ADA) and state and local laws, and it will not discriminate against any qualified associate or applicant because of a disability. Stifel will make reasonable accommodations for qualified associates or applicants with disabilities or for pregnancy consistent with applicable law. Retaliation for requesting an accommodation for a disability or pregnancy is prohibited.

Anti-Discrimination and Anti-Harassment Policy. (*excerpted language from the Stifel Associate Handbook January 2018).*
Stifel is committed to a work environment where all individuals are treated with respect and dignity. Every individual has the right to work in a professional atmosphere where equal opportunity is encouraged and promoted, where diversity is accepted and valued, and where discriminatory practices, including harassment, are prohibited.

Discrimination and harassment are violations of our Code of Conduct. Therefore, Stifel expects that all interactions and relationships among individuals who conduct business for and with the Firm will be professional and free of bias, prejudice and harassment. These individuals include, but are not limited to, all associates (including supervisors and managers), clients, contractors, vendors, outside agencies, etc. from engaging in conduct prohibited by the law. Incidents of discrimination, harassment and inappropriate behavior will not be tolerated and will be addressed appropriately.

Unlawful discrimination is defined as behavior that displays prejudice towards an associate based on age, ancestry, citizenship status, color, gender, gender expression, gender identity, genetic information, marital status, medical condition, military or veteran status, national origin, physical and mental disability, pregnancy, race, religious creed, sex, sexual orientation, weight or any other basis protected by federal, state or local laws. Unlawful discrimination will not be tolerated. Unlawful harassment is unwelcome conduct toward an individual because of his or her age, ancestry, citizenship status, color, gender, gender expression, gender identity, genetic information, marital status, medical condition, military or veteran status, national origin, physical and mental disability, pregnancy, race, religious creed, sex, sexual orientation, weight or any other basis protected by federal, state or local laws, when the conduct creates an intimidating, hostile or offensive work environment that causes work performance to suffer and/or negatively affects job opportunities.

Each new hire is required to complete "Workplace Harassment & Discrimination," a web-based training course designed to increase awareness and knowledge of applicable laws within the first 30 days of employment.

STIFEL

***Tab 1: The Firm**: A brief summary of the Investment Banking Firm.*

1. *Firm department organization and management relative to serving YEPA and SAVE members.*

2. *Qualifications and experience of your firm providing similar services of this nature. Include in this section, relevant general obligation and other debt obligation financings for Arizona school districts, municipalities, state agencies, etc. The District considers Arizona experience most relevant.*

CORPORATE OVERVIEW

Stifel, Nicolaus & Company, Incorporated ("Stifel" or the "Firm") is a wholly-owned subsidiary of Stifel Financial Corp., a Delaware corporation, a publicly-traded company with more than 7,200 employees worldwide. Stifel's primary business is wealth management (i.e. retail brokerage business) which employees nearly 50% of the Firm's headcount. The Fixed Income Capital Markets group employs more than 570 individuals, including Stifel's Public Finance group of 148 professionals working out of 29 offices in 22 states, with six municipal underwriting desks nationwide.

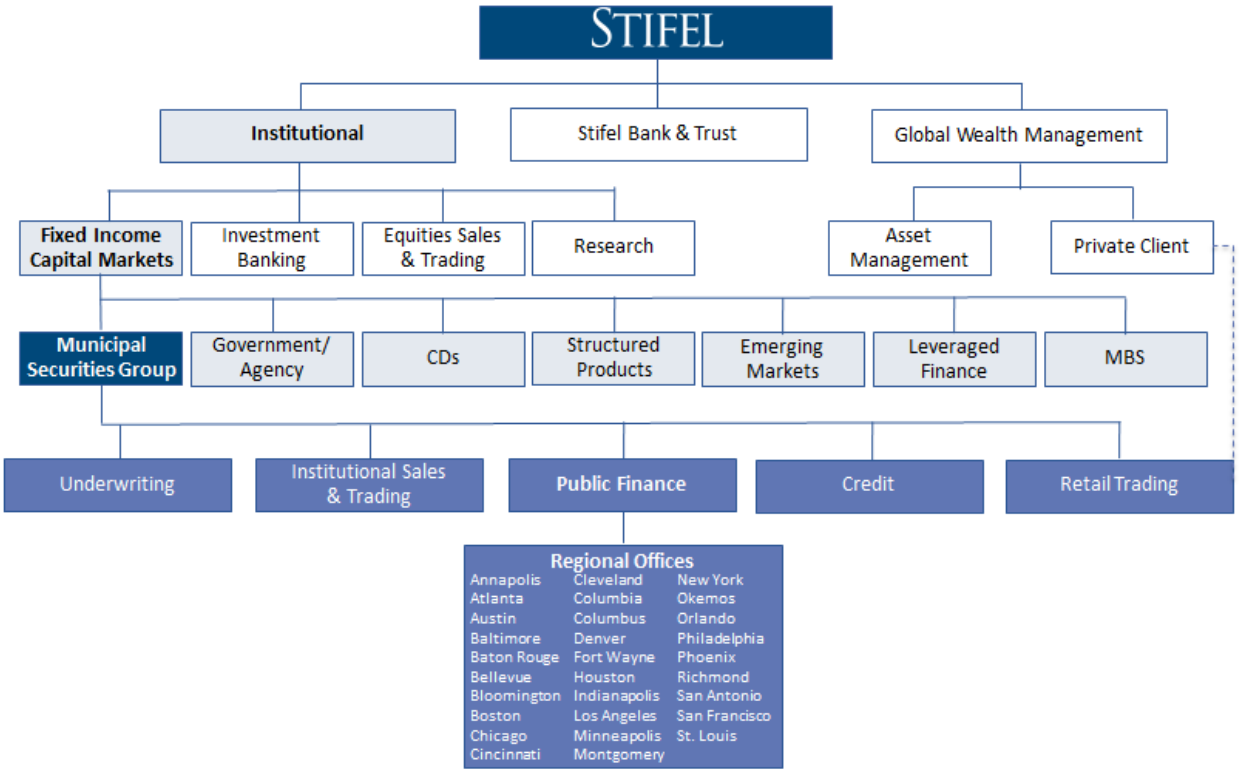


- **NYSE Ticker:** SF
- **SEC Registrations:** 8-1447, 801-10746
- **FINRA Registration:** 793
- **Founded:** 1890
- **Headquartered:** St. Louis, MO
- **Services:** Brokerage, investment banking, trading, investment advisory and related financial services
- **Client Assets Under Management:** $283 billion
- Annual Reports and 10-K filings: https://www.stifel.com/investor-relations/annual-reports

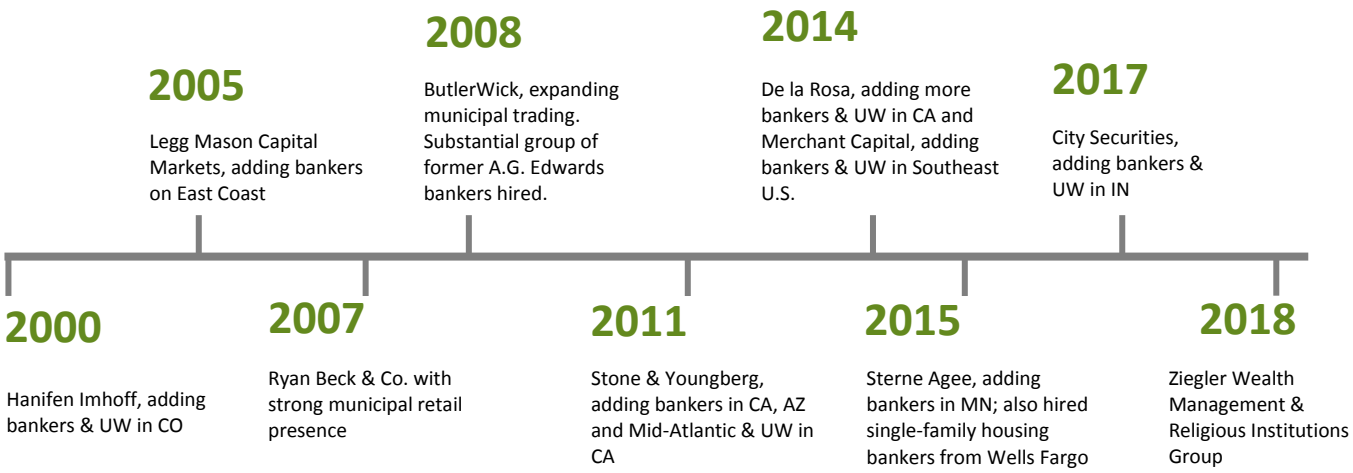
ORGANIZATION STRUCTURE

Stifel organizes its resources to serve local government issuers through two core areas: (1) the Fixed Income Capital Markets group which includes banking, institutional sales and underwriting resources and (2) the Global Wealth Management group which includes over 2,200 retail sales brokers managing almost 1.3 million accounts for individual investors. Stifel's top management, including our President and CEO, view public finance as a core line of business.

The Municipal Securities Group (MSG) employs 250 people, including Public Finance bankers, and municipal bond salespeople, traders and underwriters and is run by Peter Czajkowski, based in St. Louis, and Steve Heaney, based out of Los Angeles. Mr. Czajkowski and Mr. Heaney report directly to the CEO and provide senior oversight to the department. They have been instrumental in Stifel's public finance growth for more than a decade. The management structure allows the department significant flexibility with its capital available to public finance. The Firm and public finance is organized as highlighted in the following organizational chart.



The size, scope and capabilities of the Firm have been enhanced significantly over the past two decades as a result of the strategic acquisitions identified below.



Our Firm's growth is also a reflection of our ability to deliver more balanced distribution than our Wall Street competition and broader distribution than our regional bank competition. Thoughtful banking service and efficient market distribution are cornerstones of Stifel's Public Finance practice.

NATIONAL PUBLIC FINANCE

Commitment & Reputation. Stifel's commitment to public finance is evident in its continued investment in this sector. Stifel's approach to the business of public finance is to always emphasize long-term client relationships. At Stifel, we pride ourselves on not only being able to assist clients through the bond financing process, but also being long-term partners to our clients before, during and long after their bond financings close.

Public Finance is a core line of business for Stifel and we are committed to dedicating all resources available to best serve our clients' needs. In 2017, Stifel was the nation's 7th largest municipal senior manager for negotiated bonds. Stifel has ranked the #1 underwriter for K-12 school districts in the nation based on both par amount and number of issues since 2014 and #1 in number of issues Nationally since 2010 (per SDC, negotiated deals). Our banking force now includes 148 individuals in 29 offices in 22 states nationwide. Strategic locations across the country provide our clients with exceptional service and market knowledge. We are a highly experienced Firm with seasoned bankers at the national and local levels. Stifel's approach to public finance is one of long-term client relationships, which sets this Firm apart from many of our "transactionally" motivated industry peers. Every bond issue we work on is unique and has specific strengths and challenges. We take it as our personal mission to maximize those strengths and tackle the challenges head on. Stifel believes that this approach to doing business provides our clients with the best possible pricing results and unsurpassed ongoing services. We work with our clients to manage the entire financing process to help ensure that their goals and objectives are met while minimizing the efforts and personnel resources required of our clients.

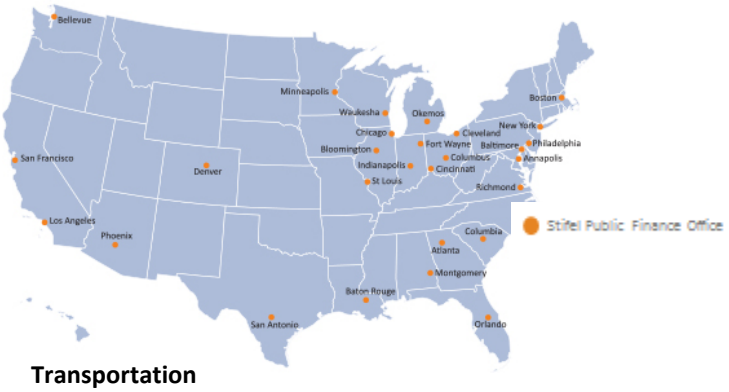
Public Finance Presence

Public Finance Banking	
Offices	29
Professionals	148
States	22
Ranking by Par[1]	7th
Ranking by Issues[1]	1st

Private Client Group	
Offices	351
Professionals	2,227
States	43
Client Assets	$283bn
Client Accounts	1.3m

Institutional Sales & Trading	
Committing Centers	6
Muni Underwriters	11
Muni Institutional Sales	23
Muni Institutional Trading	6
Global Fixed Income Sales	197

[1]Source: SDC National Senior Manager Rankings (Full to book, equal if joint)



Public Finance Platform

- **National public finance platform**
- **Local knowledge and expertise**

Client Expertise

- **K-12 School Districts**
- **State & Local Government**
- **Real Estate Development/Redevelopment**
- **Charter Schools**
- **Cultural Institutions**
- **Higher Education**
- **Senior Living**
- **Housing**
- **Utilities**
- **Transportation**
- **Development/Project Finance**
- **Redevelopment Project Finance**
- **Religious Institutions**

Underwriting Experience. Stifel dominates the public finance landscape in the U.S. *For every year since 2010, Stifel has underwritten more negotiated municipal bond transactions than any other firm in the country. In 2017 alone, Stifel was the #1 ranked bond underwriter both nationwide and in Arizona based on the number of issues sold as lead manager*. Because we bring more clients to market annually than any of our competitors, our clients receive the best audience for their bond sales. Our sales people have the strongest and deepest relationships with every possible investor on Wall Street (as well as many other non-traditional investors that other firms do not cover).

Stifel sold an average of 15 bond issues per week, every week, in 2017; ranging in principal amount from less than $1 million to over $1.6 billion. This market presence affords unmatched insight into market conditions and investor needs. Stifel Underwriters are communicating with investors daily gaining key pricing feedback relating to preferred structures, couponing and lowest acceptable yields.

Underwriting Rankings – All Public Finance Bonds

National Lead Managed Financings
2017 Negotiated Issues (Top 10 Ranked by # of Issues)

Rank	Firm	Par Amount (in billions)	# of Issues	Market Share
1	Stifel	$18.1	781	12%
2	RBC	24.3	526	8%
3	Raymond James	11.9	407	6%
4	Piper	12.7	397	6%
5	DA Davidson	4.6	352	5%
6	Citi	35.8	350	5%
7	BAML	41.5	322	5%
8	Baird	3.0	275	4%
9	JP Morgan	28.6	246	4%
10	Morgan Stanley	21.2	205	3%

Arizona Lead Managed Financings
2017 Negotiated Issues (Top 10 Ranked by Par Amount)

Rank	Firm	Par Amount (in millions)	# of Issues	Market Share
1	Stifel	$965.7	48	17%
2	JP Morgan	903.5	8	16%
3	Goldman Sachs	735.2	1	13%
4	RBC	682.6	26	12%
5	Citi	611.3	7	11%
6	Morgan Stanley	449.5	6	8%
7	KeyBanc Capital	251.2	5	5%
8	BB&T Capital	203.5	2	4%
9	Piper	146.4	6	3%
10	BAML	122.9	2	2%

Source: SDC Thomson Reuters. 2014 through April 20, 2018.

Below is a summary of our National financing experience since 2014.

National Stifel Experience by Role
(2014 – 2018 YTD)

	Lead/Senior Underwriter		Co-Managing Underwriter		Financial Advisor		Placement Agent	
Year	# of Issues	Par Amount ($Mil)	# of Issues	Par Amount ($Mil)	# of Issues	Par Amount ($Mil)	# of Issues	Par Amount ($Mil)
2018 YTD	155	$2,784.5	139	$14,649.4	10	$498.8	52	$191.9
2017	854	21,374.2	563	58,627.8	34	863.7	204	2,088.5
2016	1,017	19,492.5	843	62,716.3	46	1,002.3	214	1,235.6
2015	1,015	19,204.2	896	55,355.9	38	1,888.7	203	1,662.8
2014	782	13,666.1	810	47,620.5	30	1,272.3	135	1,063.2
TOTAL:	**3,823**	**$76,521.5**	**3,251**	**$238,969.9**	**158**	**$5,525.8**	**808**	**$6,242.0**

Source: SDC Thomson Reuters and Firm records. 2014 through April 20, 2018.

ARIZONA PUBLIC FINANCE



Arizona Commitment. Stifel has maintained an office in Arizona since 2008 and expanded to include public finance bankers in 2011 with its acquisition of Stone & Youngberg, LLC (which opened its Arizona Public Finance office in 2002). Stifel bankers have specific relevant expertise and extensive exposure to all aspects of managing and executing a financing. Our team provides the full range of investment banking services necessary and appropriate for the completion of the client's financing(s). *Our philosophy is to provide strategic advice and superior customer service.* We differentiate ourselves from our competitors by providing intensive support to our clients. Because of our Arizona office location this support includes in person attendance at meetings and for Governing Board presentations.

Our team encompasses a diverse group of skilled and thoughtful individuals – many of whom are Arizona natives with decades of experience in public finance with immense exposure in the State. As our references will attest, we are "hands on" bankers, paying attention to details in preparing legal documents and disclosure materials, structuring the financing program and engaging at all levels of the financing process. *Stifel's Phoenix Public Finance office includes five managing directors, two directors, one vice president, two associates and one public finance assistant. Our office is the largest and most active operation in the State.*

We strive to make the bond issuance process transparent and organized and we are committed to perform all the necessary services in a timely and cost effective manner. We are available to educate Issuer team members, and provide the highest level of customer service to make a complex process as user-friendly as possible. Our extensive experience, market knowledge, issuance process expertise and familiarity with Arizona public policy issues results in efficiently priced and carefully executed financings for our clients. We are a resource to our clients as well as many client organizations in the State and are a proud sponsor of the following groups:

Arizona Experience. As is evident on the following pages, Stifel's Public Finance practice in Arizona covers the full range of municipal clients as well as all types of financings. Our extensive client list includes numerous school districts, cities and towns, counties, colleges and universities, state agencies and special districts. Stifel's financing experience encompasses:

- General Obligation Bonds
- Federal Tax Credit Bonds
- Energy Saving Lease Purchase Agreements
- Improvement Districts – Special Assessment Bonds
- Excise Tax Secured Revenue Bonds
- Water and Wastewater Utility Revenue Bonds
- State Financing Authorities (WIFA, GADA, DOA and ADOT)
- Certificates of Participation (Lease Purchase & Excise Tax)
- Federal Financing Programs (USDA, EPA, NAD BANK)
- Street and Highway User Revenue Bond
- Community Facilities Districts – General Obligation Bonds and Special Assessment Bonds

The following table summarizes the types of Arizona financings that the Firm has been involved with including new money issues, refundings or a combination of both issued on a negotiated, competitive or private placement basis. Our office works with issuers of all sizes and our deals have ranged from under $250,000 to several hundred million dollars. Please see Appendix A for a complete listing of the Firm's Arizona financing experience.

Arizona Stifel Experience by Role
Includes School District, City/Town, County, Higher Ed, State Agency and Special District Issues
(2014 – 2018 YTD)

	Lead/Senior Underwriter		Co-Managing Underwriter		Financial Advisor		Placement Agent	
Year	# of Issues	Par Amount ($Mil)	# of Issues	Par Amount ($Mil)	# of Issues	Par Amount ($Mil)	# of Issues	Par Amount ($Mil)
2018 YTD	13	$239.4	4	$240.1	4	$229.4	11	$26.9
2017	48	965.7	3	603.8	15	443.1	18	102.1
2016	43	908.4	11	946.1	20	430.6	16	105.4
2015	37	985.2	8	787.2	18	790.6	22	91.4
2014	26	397.4	4	712.9	22	803.2	11	81.2
TOTAL:	**167**	**$3,496.1**	**30**	**$3,290.1**	**79**	**$2,696.9**	**78**	**$407.1**

Source: SDC Thomson Reuters and Firm records. 2014 through April 20, 2018.

Arizona Relevant K-12 Experience. *Since January 2014, the Firm's Arizona office has been involved with more than 170 Arizona school district bond issues for over $4.3 billion,* leading all firms for several years running. Our experience with school districts includes developing master financing and election plans, advising on capital funding alternatives, and assisting with the sale of debt including general obligation bonds, leases, certificates of participation, Build America Bonds, Qualified School Construction Bonds, Qualified Zone Academy Bonds, Impact Aid Revenue Bonds and bond refundings or restructurings. The following table recaps our Arizona K-12 experience by number of deals and par amounts since 2014.



Arizona Stifel K-12 Experience by Role
(2014 – 2018 YTD)

	Lead/Senior		Co-Managing		Financial Advisor		Placement Agent	
Year	# of Issues	Par Amount ($Mil)	# of Issues	Par Amount ($Mil)	# of Issues	Par Amount ($Mil)	# of Issues	Par Amount ($Mil)
2018 YTD	10	$220.2	1	$23.0	3	$223.6	1	$3.3
2017	28	709.5	1	22.1	6	212.6	4	27.9
2016	27	623.4	1	49.2	6	182.5	4	31.7
2015	24	622.0	1	42.3	10	412.4	4	21.3
2014	19	228.4	1	34.6	17	644.6	4	54.4
TOTAL:	**108**	**$2,403.5**	**5**	**$171.2**	**42**	**$1,675.7**	**17**	**$138.6**

Source: SDC Thomson Reuters and Firm records. 2014 through April 20, 2018.

Stifel is also very active with assistance for various elections for Arizona municipalities. Our work in this area includes tax rate calculations and preparation of tables required for voter pamphlets. While Stifel regularly assists cities, towns and special districts with bond, override, and primary property tax levy elections, Stifel's assistance for school districts is unmatched. A summary of our Arizona election assistance is below.

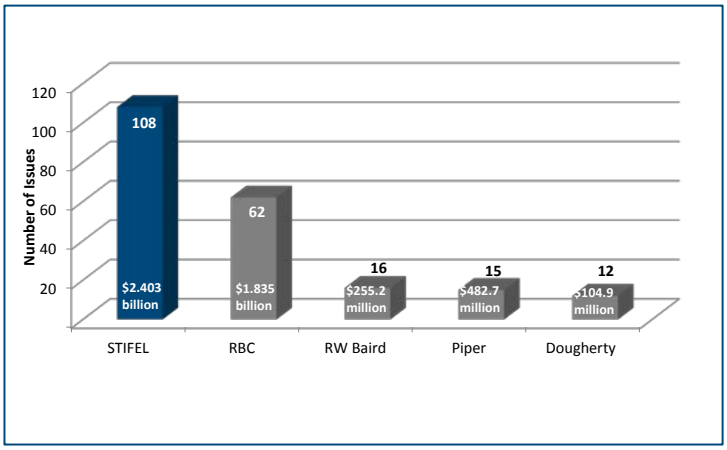
Arizona Stifel Election Experience
(2014 – 2017)

	Bond		M&O Override	DAA Override
Year	# of Questions	Par Amount ($Mil)	# of Questions	# of Questions
2017	20	$1,080.7	25	2
2016	22	1,132.1	20	2
2015	15	914.7	19	4
2014	15	554.0	27	4
TOTAL:	**72**	**3,681.5**	**91**	**12**

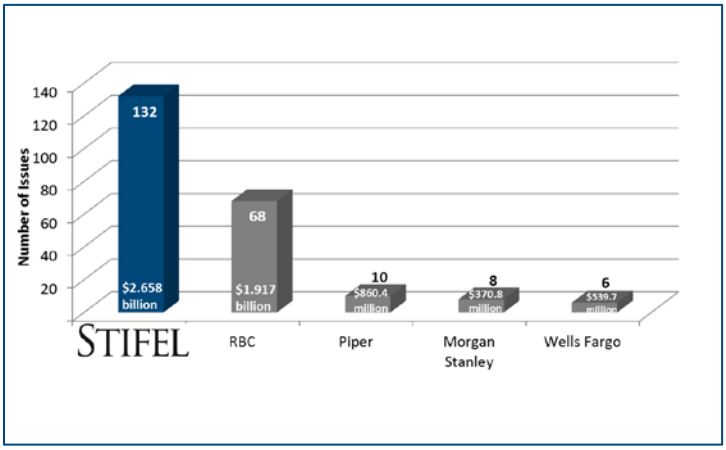
Source: Firm records.

STIFEL STATISTICS

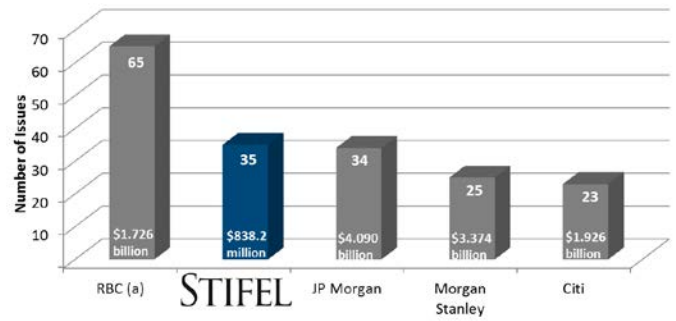
Lead Underwriting Rankings – Arizona K-12 Bonds (2014 – 2018 YTD)



Lead Underwriting Rankings – Arizona General Obligation Bonds (2014 – 2018 YTD)

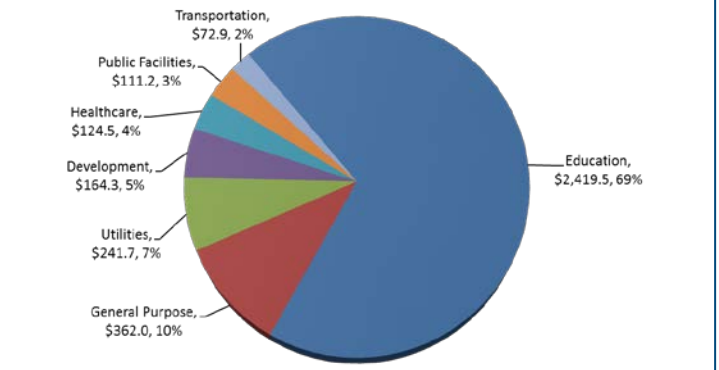


Lead Underwriting Rankings – Arizona Revenue Bonds (2014 – 2018 YTD)



(a) Includes 24 charter school revenue financings with a total par amount of $708.8 million.

Lead STIFEL Underwriting Arizona Issuance by Use of Proceeds (2014 – 2018 YTD)



#1 Senior Underwriter for Arizona K-12, by # of issues and par since 2014
#1 Senior Underwriter for Arizona General Obligation Bonds, by # of issues and par since 2014
#2 Senior Underwriter for Arizona Revenue Bonds, by # of issues since 2014

Source: SDC Thomson Reuters and Firm records. 2014 through April 20, 2018. Rankings measured by number of issues allocated to lead investment bank. Includes only top five underwriters by number of issues.

Financial Advisory Experience. For our Financial Advisory clients, Stifel offers the highest quality advisory services, augmented by decades of capital markets expertise that independent advisory firms and other less active regional firms are not able to provide. As further discussed in the Scope of Services, Stifel provides a range of financial advisory services necessary for the completion of each financing. Since 2014, Stifel has served as financial advisor for 79 Arizona municipal transactions with a total par amount of almost $2.7 billion.

Placement Agent Experience. One area that has gained popularity among issuers, and an area where Stifel has significant experience, is the private placement market. This market has grown rapidly the past few years for several reasons:

- Favorable interest rates: banks, doing their own due diligence, are pricing debt aggressively, near public offering yields
- Longer term availability: bank willingness on final amortization has extended from five years out to 10 or 15 years
- Reduced issuance costs: no need for credit ratings
- Expediency: Without offering document and traditional public sale disclosure requirements, the amount of time needed to execute the transaction is decreased

Our team has worked with banks and also with counties on private placements. Stifel executed more than 75 private placement transactions for Arizona issuers since 2014. Both the private placement and public markets are dynamic and need to be carefully analyzed and discussed for each transaction.

Non-Traditional Issues. Stifel has expertise with not only traditional fixed rate tax-exempt financings but also variable rate issues, "stepped coupon" structures, taxable issues, lease purchases, private placements and other financing structures for issuers to consider in addressing their capital improvement needs in a challenging fiscal environment. Stifel's professionals are continually immersed in solving the critical financing issues that face Arizona issuers year after year. Many solutions have required the development of unique financing structures mechanisms, and many have included legislative innovations. Please see Appendix B for Stifel's Arizona school district non-traditional financing experience.

COMPLIANCE

3. MSRB Rule G-37, disclose any political contributions within the past two years to any official of the District. Within the past 5 years, has your firm and/or any of its principals been the subject of any investigation relating to the municipal industry by the SEC, NASD, NYSE or any other Federal organization that oversees, regulates, licenses or is otherwise responsible for the municipal industry? Within the past 5 years, has your firm and/or any of its principals been involved in any litigation, arbitration, disciplinary or other action arising from the firm's underwriting, management or handling of municipal securities?

Stifel has no fees or contributions to disclose in response to this question.

Stifel, Nicolaus & Company, Incorporated ("Stifel") is an investment banking and securities firm providing investment services to individuals and institutional clients, investment banking, and related services including the day-to-day purchase and sale of securities. Stifel is a wholly-owned subsidiary of Stifel Financial Corp. (SF). In the normal course of business, at any given time, Stifel is subject to a number of claims and disputes, as well as regulatory matters including examinations, reviews, investigations, or formal actions. All required disclosures of material litigation and regulatory matters are made in Stifel Financial Corp.'s public filings with the SEC and other regulatory authorities, such as its Form 10-K and the most recent Form 10-Q filed with the U.S. Securities and Exchange Commission (the "SEC"), 8-K's, and in other regulatory filings, such as Form B/D, as amended. You are further referred to the FINRA website, where you can access Broker Check reports for Stifel, Nicolaus & Company, Incorporated which may be located with the following hyperlink: http://brokercheck.finra.org/Firm/Summary/793.

This contains the regulatory reports on Stifel's disciplinary disclosures. These disclosures include our voluntary participation in the SEC's MCDC initiative, inadvertent de minimis violations of the MSRB's rule on minimum denominations, and an alleged violation of MSRB Rule G-23.

Tab 2: Personnel:

1. *The names of persons authorized to represent the firm, their titles, addresses, telephone numbers and email addresses.*
2. *The banker(s)/consultant(s) who will be serving the YEPA & SAVE members.*
3. *A background of the banker(s)/consultant(s) experience specifically relating to the services to be provided in this field, including a brief bio and table listing YEPA and/or SAVE member clients and associated services provided to YEPA and/or SAVE clients.*
4. *Provide a table listing the number of municipal sales representatives and the number of municipal trading and underwriting professionals assigned to support the sales, trading, and underwriting of debt obligations of YEPA and/or SAVE members.*

The following table is the bankers and consultants who will be serving the YEPA and SAVE members. The lead banking and consulting personnel are authorized to represent the Firm. Our lead underwriter for Arizona, Mike Imhoff, is an integral piece of the Stifel team. In addition to underwriting, his expertise related to the municipal bond market, bond structuring, and sale timing and preparation is a key resource for our clients. Finally our additional banking support rounds out the Stifel team. Brief bios, including background and experience information, for each of the bankers and consultants follows.

LEAD BANKING AND CONSULTING PERSONNEL		
Bob Casillas	602-794-4001	rcasillas@stifel.com
Grant Hamill	602-794-4006	ghamill@stifel.com
Mike LaVallee	602-794-4008	mlavallee@stifel.com
Bryan Lundberg	602-794-4007	blundberg@stifel.com
Mark Reader	602-794-4011	mreader@stifel.com
Erika Coombs	602-794-4030	ecoombs@stifel.com
Randie Stein	602-794-4002	rstein@stifel.com
Sandra Day	602-794-4010	sday@stifel.com
PRIMARY PRINCIPAL UNDERWRITING		
Mike Imhoff	303-291-5383	mimhoff@stifel.com
Betsy Kiehn	415-364-2791	bkiehn@stifel.com
ADDITIONAL BANKING SUPPORT		
Ken Cherevka	602-794-4014	kcherevka@stifel.com
Jack Leeper	602-794-4052	jleeper@stifel.com
Dawn Castro	602-794-4026	castrod@stifel.com



Robert Casillas
Managing Director

Phone: 602-794-4001
Fax: 602-794-4046
Email: rcasillas@stifel.com

Licenses issued by FINRA:
Series 7, Series 50, Series 53, Series 63

Robert Casillas joined Stifel in 2002 and brings with him over 34 years of experience in the Arizona public finance industry. His responsibilities include identifying and coordinating bond issue design for school districts, universities, counties, cities, towns and special districts. Mr. Casillas also plans, organizes and coordinates bond elections and works directly with the bond rating agencies and insurance companies for the benefit of the clients. His financing experience covers the broad spectrum of municipal finance, which includes general bonds, revenue obligation bonds, special assessment and community facilities debt, certificate of participation and lease purchase transactions.

Political subdivisions for which Mr. Casillas has experience include Crane Elementary School District, Yuma Elementary School District, Gadsden Elementary School District, Tucson Unified School District, Sunnyside Unified School District, Antelope Union High School District, Fountain Hills Unified School District, Murphy Elementary School District, Queen Creek Unified School District, Phoenix Elementary School District, Sedona-Oak Creek Joint Unified School District, City of San Luis, City of Tolleson, Town of Prescott Valley and the City of Litchfield Park, to name a few.

Mr. Casillas holds a Bachelor's degree in Management, a Master's degree in Business Administration and a Juris Doctorate degree from Arizona State University. Mr. Casillas practiced law prior to becoming an investment banker in 1984. He has been a supporter of various foundations and professional organizations in Arizona including the Arizona School Board Association, Arizona School Business Officials Organization, the Boys & Girls Club, the Southwest Leadership Program, the Arizona League of Cities and Towns and the Arizona City Managers Association.



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Grant Hamill joined Stifel in 2002 and is a Managing Director and Manager of the Phoenix Public Finance office. With over 30 years of experience in public finance in Arizona, Mr. Hamill has served as Financial Advisor or Underwriter on several hundred transactions totaling several billion dollars in par value. His vast experience covers all aspects of new-issue municipal bonds including revenue bonds, general obligation bonds, certificates of participation, lease revenue obligations, utility revenue bonds, tax anticipation notes, municipal property corporation financings and community facilities districts (CFDs).

Mr. Hamill's clients have included the State of Arizona Department of Administration, the cities of Phoenix, Scottsdale, Tucson and Cottonwood; Yavapai County; the Arizona School Facilities Board; the Arizona Department of Transportation; the Water Infrastructure Financing Authority (WIFA); the Greater Arizona Development Authority (GADA); and various school districts including Chandler Unified School District, Mesa Public Schools, Gilbert Public Schools and the Phoenix Union High School District. Mr. Hamill serves as a board member for the City of Phoenix Long Term Disability and Risk Management trust programs. Mr. Hamill is currently advising Maricopa County Integrated Health System (MIHS) on its $935 million general obligation bond program that was approved by voters in November, 2014.

Mr. Hamill earned a Master's in Business Administration from the University of California, Berkeley and a Bachelor of Arts in Administrative Studies at the University of California, Riverside.



Michael LaVallee
Managing Director

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Michael LaVallee is a Managing Director with Stifel and has more than 22 years serving as either financial advisor or underwriter on several hundred Arizona bond issues. Mr. LaVallee manages various public finance accounts with a heavy emphasis in K-12 (non-charter) school districts and fire districts. He has considerable experience managing Bond and override elections along with multi-year and phased bonding programs.

In addition to the many traditional debt issuances, Mr. LaVallee specializes in unique financing solutions to solve tax rate management challenges associated with hyper-economic growth or economic decline through the use of stepped-coupon bonds, impact aid revenue bonds, debt refundings/restructurings and lease purchase/certificates of participation.

Political subdivisions served by Mr. LaVallee as lead banker include the Arlington Elementary School District, Benson Unified School District, Buckeye Elementary School District, Buckeye Union High School District, Casa Grande Union High School District, Catalina Foothills Unified School District, Chino Valley Unified School District, Colorado River Union High School District, Coolidge Unified School District, Cottonwood Oak Creek Elementary School District, Florence Unified School District, Glendale Elementary School District, Higley Unified School District, Humboldt Unified School District, J.O. Combs Unified School District, Kyrene Elementary School District, Lake Havasu Unified School District, Liberty Elementary School District, Maricopa Unified School District, Mingus Union High School District, Nogales Unified School District, Oracle Elementary School District, Osborn Elementary School District, Page Unified School District, Payson Unified School District, Prescott Unified School District, Santa Cruz Valley Union High School District, Sierra Vista Unified School District, Snowflake Unified School District, Union Elementary School District, Willcox Unified School District, Avra Valley Fire District, Buckeye Valley Fire District, Bullhead City Fire District, Central Yavapai Fire District, Chino Valley Fire District, Daisy Mountain Fire District, Green Valley Fire District, Rincon Valley Fire District, Rio Rico Fire District, Sedona Fire District, Three Points Fire District, Tubac Fire District and the City of Kingman.

Mr. LaVallee is an active member of and frequent speaker for the Arizona Association of School Business Officials, Arizona Superintendents Association and the Arizona Fire District Association. Mr. LaVallee serves on the Board of Downtown Urban Community Kids (DUCK), an organization providing after-school programs and other resources to urban Phoenix children. He is an Arizona native and a graduate of Arizona State University with a Bachelor of Arts Degree in Finance.



Bryan Lundberg
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Bryan Lundberg has assisted Arizona municipal issuers for over 22 years. His expertise includes debt and tax analysis, elections, bond structuring and marketing, credit analysis, bond refinancing and official statement disclosure.

Mr. Lundberg is a recognized Arizona School District banker whose experience includes assistance with over 60 Class B bond elections since the onset of Student's FIRST in 1998, numerous budget override elections and well over 150 separate sales of school improvement and refunding bonds. Mr. Lundberg is lead banker to numerous school districts throughout the State. His lead school district engagements over the past 10 years have included Agua Fria Union High School District, Amphitheater Unified School District, Avondale Elementary School District, Casa Grande Elementary School District, Cave Creek Unified School District, Concho Elementary School District, Dysart Unified School District, Fountain Hills Unified School District, Glendale Elementary School District, Globe Unified School District, Heber-Overgaard Unified School District, Joseph City Unified School District, Kayenta Unified School District, Litchfield Elementary School District, Marana Unified School District, Nadaburg Unified School District, Paradise Valley Unified School District, Peoria Unified School District, Pima Unified School District, Roosevelt Elementary School District, Round Valley Unified School District, Safford Unified School District, Sahuarita Unified School District, Scottsdale Unified School District, Sunnyside Unified School District, Tempe Elementary School District, Tolleson Elementary School District, Tolleson Union High School District, Toltec, Elementary School District, Washington Elementary School District, WestMEC and Wickenburg Unified School District.

Mr. Lundberg also serves as lead banker to fire districts including Arizona City Fire District, Mountain Vista Fire District, North County Fire District, Summit Fire District, Superstition Fire District and Sun City Fire District.

Mr. Lundberg serves as member of the City of Phoenix Health Insurance Trust Board and is a member of Arizona Association School of Business Officials (AASBO), Arizona School Administrators Association (ASA), Arizona Fire District Association (AFDA), Government Finance Officers Association of Arizona (GFOAZ) and Arizona City/County Managers Association (ACMA).

Prior to his experience with the Firm, Mr. Lundberg played minor league baseball for the Philadelphia Phillies and served as a teacher in the Peoria Unified School District. His education background includes a Bachelor of Science in Mathematics from Grand Canyon University.



Mark Reader
Managing Director

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Mark Reader is a Managing Director with over 27 years of Arizona public finance experience, starting in 1989. His primary focus is Arizona Cities/Towns/CFDs, School Districts and Counties where he has developed a passion and expertise within this specialized area of Public Finance, consistently managing approximately 25 Arizona financings per year. During this time, he has structured and managed a wide variety of traditional tax-exempt bond transactions including general obligation bonds, excise tax revenue bonds, water and sewer utility revenue bonds, special assessment bonds, HURF bonds and Certificates of Participation over the years. Over the past 12-years, Mr. Reader has developed an expertise in the specialized sector of CFD bonds (general obligation and special assessment) and is involved in most CFD transactions in the State of Arizona as Financial Advisor or underwriter. In the past 5-years or so, Mr. Reader has also developed an expertise in the Arizona Private Placement market alternative where he and his Arizona Stifel colleagues structure and manage more transactions than any other Firm.

Mr. Reader's Financial Advisor or Underwriter clients include the Vail Unified School District, Glendale Union High School District, Littleton Elementary School District, Show Low Unified School District, Blue Ridge Unified School District, Santa Cruz Valley Unified School District, City of Avondale, City of Buckeye, City of Peoria (CFDs), Town of Camp Verde, City of Goodyear, City of Flagstaff, Town of Florence (Merrill Ranch CFD No. 1 & No. 2), City of Yuma (recent $38 million private placement representation), Town of Marana, Town of Oro Valley, Regional Transportation Authority of Pima and Pinal County, Metropolitan Domestic Water Improvement District and Lake Havasu City (where Mr. Reader recently represented the City as Financial Advisor on a $250 million wastewater revenue restructuring) and Pinal County.

Mr. Reader graduated from the University of Arizona with a bachelor of science in Finance and Accounting. Mr. Reader is a University of Arizona Eller Associate where he has participated in interviewing and assisting undergraduate business students. He is also a member of GFOA, GFOAz and ACMA (and volunteer for the Harvard Scholarship Program). Mr. Reader is a passionate advocate for Arizona Cities and Towns and is actively involved in legislative issues as requested by his clients and other organizations such as the League and County Supervisors Association.



Erika Coombs
Director

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Erika Coombs has assisted Arizona municipal issuers for more than 15 years and has experience with a wide variety of credit types and municipal bonds transactions in Arizona and New Mexico. Ms. Coombs is involved with every aspect of the financing, including capital planning, tax analysis, bond structuring/refinancing, marketing and credit analysis. Her expertise includes debt and tax analysis, elections, bond structuring and marketing, credit analysis and bond refinancing. She contributes to all stages of the debt issuance process, including evaluation of structuring options, preparation and review of offering documents, continuing disclosure, closings, and execution of bond sales and private placements.

Ms. Coombs's experience includes assistance with more than 75 bond and override elections and more than 200 financings. Ms. Coombs serves as the lead banker on the following clients: Alhambra Elementary School District, Pima Community College District, Sunnyside Unified School District and she previously served as Financial Advisor for Washington Elementary School District. Ms. Coombs also co-banks the following Arizona issuers, including: Balsz Elementary School District, the City of El Mirage, the City of Flagstaff, the Town of Florence (including the CFDs), Glendale Union High School District, Littleton Elementary School District, Paradise Valley Unified School District, Peoria Unified School District, the City of Peoria (including CFDs), the City of Phoenix, Phoenix Elementary School District, Quail Creek CFD, Rancho Sahuarita CFD, Ray Unified School District, Scottsdale Unified School District and Union Elementary School District. Recent election experience includes: Alhambra Elementary School District, Balsz Elementary School District, Blue Ridge Elementary School District, Catalina Foothills Unified School District, Chandler Unified School District, the City of Flagstaff, Glendale Union High School District, Kyrene Elementary School District, Littleton Elementary School District, Northwest Fire District, Phoenix Elementary School District, Queen Creek Unified School District, Union Elementary School District and Vail Unified School District.

Ms. Coombs is a member of the Arizona Association of School Business Officials (AASBO), National Federation of Municipal Analysts (NFMA), Government Finance Officers Association of Arizona (GFOAZ) and the Arizona City/County Managers Association (ACMA). Ms. Coombs is a past Board member of Women in Public Finance (WPF), President of the Mountain Region Chapter WPF and on the Board of Directors for The Junior League of Phoenix and Scottsdale Art's Young Professional program, AG2. She is also a graduate of Valley Leadership Institute Class 38 and Scottsdale Leadership Class 32.

Ms. Coombs is a graduate of the Barrett Honors College at Arizona State University with a Bachelor of Arts degree. She also holds a Master's degree in Public Administration with an emphasis in Urban Management from Arizona State University. She is an Arizona native.



Randie Stein
Director

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Randie Stein is a Director and has been with the Firm since 2004. Ms. Stein has 14 years municipal finance experience. Her previous experience includes 10 years as a key fiscal analyst for the Arizona State Senate and 5 years as a public policy consultant. Ms. Stein assists with bond transactions including preparation of rating agency materials, conducting specialized financial studies and research, and developing financial models. Areas of expertise include Arizona revenue and taxation, State land trust, and property taxation, and substantial Arizona legislative experience. Ms. Stein's municipal finance experience includes general obligation bonds, revenue bonds and certificates of participation. Ms. Stein is co-banker for the Arizona School Facilities Board, Pima County Regional Transportation Authority, Maricopa Integrated Health System and Yavapai County, and works with numerous school district and city/town clients around the State. She has expertise with school district elections and Arizona School Facilities Board funding issues.

Ms. Stein served as a member of the Senate Staff (1989-1998). Prior to joining the Senate Staff, she worked for three years at the Phoenix Chamber of Commerce and for one legislative session as an Economist/Budget Analyst with the Joint Legislative Budget Committee.

Ms. Stein is a graduate of the University of Arizona where she received her Bachelor of Arts Degree in Economics and Arizona State University where she received her Master's Degree in Economics.

Ms. Stein actively participates with numerous Arizona school district and municipal organizations. She previously served as a member of the Board of Trustees for the Arizona Public Safety Personnel Retirement System, on the Governor's Citizens' Finance Review Commission, on the Commission on Salaries for Elected State Officers and as the Interim Executive Director of the Arizona School Facilities Board.



Sandra Day
Vice President

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Sandra Day joined Stifel in 2002 and has over 16 years of public finance experience in Arizona. Ms. Day provides quantitative analysis and transactional support, assisting in various aspects of municipal debt financings including structural and refunding analyses, preparation, review and distribution of offering documents, bond closings, election pamphlets and client and rating presentation materials. Ms. Day's experience in municipal finance includes general obligation bonds, revenue bonds, special assessment bonds, and certificates of participation for school districts, counties, cities/towns, community facilities and special districts, fire districts, and various agencies in the State of Arizona, including the Arizona Department of Administration and Arizona School Facilities Board.

Ms. Day has provided bond transaction and election assistance to many jurisdictions in the State over her career. Such clients include, but are not limited to: Crane Elementary School District, Yuma Elementary School District, Queen Creek Unified School District, Phoenix Union High School District, Buckeye Elementary School District, Buckeye Union High School District, Sierra Vista Unified School District, Sedona-Oak Creek Joint Unified School District, Mesa Unified School District, Higley Unified School District, Sahuarita Unified School District, Tucson Unified School District, Florence Unified School District, Coolidge Unified School District, J.O. Combs Unified School District, Town of Prescott Valley (including CFDs), City of Scottsdale, City of Tucson, Buckeye Valley Fire District, City of Kingman, Green Valley Fire District, Tubac Fire District, Rio Rico Fire District and City of Tolleson.

Ms. Day is a graduate of Northwestern University with a Bachelor of Arts degree in Political Science. She also holds a Master's degree in Business Administration with an emphasis in Finance from Arizona State University.

Ms. Day is a member of Arizona Association of School Business Officials (AASBO) and Government Finance Officers Association of Arizona (GFOAZ). She is also a member of the Women's Leadership Council for the Valley of the Sun United Way.



Ken Cherevka
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Ken Cherevka joined Stone & Youngberg (now Stifel) in 2003 as an IT specialist and application developer. He brought his analytical skills to the public finance department in July of 2016. Mr. Cherevka provides quantitative analysis and assists in various aspects of municipal debt financings including structuring and refunding analyses, tax impact analysis, preparation and distribution of offering documents, and client and rating presentation materials.

Mr. Cherevka's experience in municipal finance includes general obligation bonds, revenue bonds, and lease-purchase agreements for school districts, cities, towns, counties, improvement districts, fire districts and jail districts through public bond offerings and private placements. Assisting the lead banker, Mr. Cherevka has worked with a large number of school districts and municipal entities throughout Arizona.

Mr. Cherevka is a graduate of Arizona State University with a Bachelor of Science degree in Computer Science.



Jack Leeper
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Jack Leeper joined Stifel in 2015. He contributes to all stages of the debt issuance process, including elections, evaluation of structuring options, preparation and review of offering documents, continuing disclosure, closings, and execution of bond sales and private placements.

Mr. Leeper's experience in municipal finance includes general obligation, sales tax, utility system, and special assessment revenue secured transactions. He has worked with school districts, cities, towns, counties, special districts and fire districts on their public bond offerings and private placement transactions. Assisting the lead banker, Mr. Leeper has worked with a large number of school districts and municipal entities throughout Arizona.

Mr. Leeper is a graduate of the University of Arizona with a Bachelor of Science degree in Business Administration.



Michael Imhoff
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Michael Imhoff is a Managing Director of Fixed Income Capital Markets for Stifel. He is responsible for Municipal Institutional Syndication. Mr. Imhoff serves on the Board of Directors for the broker dealer. In 2017, Stifel served as the lead underwriter on 781 issues (ranking first nationally) totaling over $18.1 billion in par amount (ranking seventh nationally) of municipal debt. Mr. Imhoff currently serves on the SIFMA Municipal Executive Committee. Throughout his career Mr. Imhoff has also been active with the Municipal Securities Rulemaking Board, FINRA, and The Bond Market Association. He is also a member of the Governor's Transportation Finance Taskforce.

Mr. Imhoff makes capital commitments on behalf of the Firm. Mr. Imhoff serves on the Board of Directors for the broker dealer. He currently serves on the SIFMA Municipal Executive Committee. Throughout his career Mr. Imhoff has also been active with the Municipal Securities Rulemaking Board, FINRA, and The Bond Market Association. He is also a member of the Governor's Transportation Finance Taskforce (Colorado).



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Betsy Kiehn joined Stifel/S&Y in 2004. Ms. Kiehn is the co-head of California municipal underwriting for Stifel. In this role, she makes commitments on nearly 200 new issues totaling more than $5 billion each year. Ms. Kiehn plays a key role in recommending preferred debt structures and sale timing, and offers keen insight related to anticipated investor interest. Ms. Kiehn is a member of Stifel's Credit Committee and maintains oversight of the firm's short-term underwriting and remarketing desk. In addition to other responsibilities, Ms. Kiehn is noted for her expertise in non-rated land-secured financings.

Ms. Kiehn is a graduate of University of Vermont with a Bachelor of Science degree.

The following table lists the various Arizona municipal clients (and SAVE and YEPA members) served by the lead banking members of the Stifel team, including the Stifel role for each client.

CLIENTS SERVED AND SERVICES PROVIDED
(Including YEPA and/or SAVE Members)

LEGEND		
IB	-	Services provided to client only by Stifel and included all services described within the RFP
UW	-	Services provided to client were limited to underwriting of debt securities
FA	-	Services provided to client were limited to financial advisory assistance

Client	Sector	Role
Arizona School Facilities Board	AGENCY	FA
Arizona Department of Administration	AGENCY	FA
Maricopa Integrated Health System	AGENCY	FA
Regional Transportation Authority (RTA)	AGENCY	FA
Client	**Sector**	**Role**
Apache County Library District	CITY/TOWN/COUNTY	IB
Avondale (C of)	CITY/TOWN/COUNTY	FA
Bisbee (C of)	CITY/TOWN/COUNTY	IB
Buckeye (C of)	CITY/TOWN/COUNTY	UW
Camp Verde (T of)	CITY/TOWN/COUNTY	IB
Chandler (C of)	CITY/TOWN/COUNTY	UW
Chino Valley (T of)	CITY/TOWN/COUNTY	IB
Clarkdale (T of)	CITY/TOWN/COUNTY	IB
Clifton (T of)	CITY/TOWN/COUNTY	IB
Cochise County	CITY/TOWN/COUNTY	IB
Cottonwood (C of)	CITY/TOWN/COUNTY	IB
El Mirage (C of)	CITY/TOWN/COUNTY	UW
Flagstaff (C of)	CITY/TOWN/COUNTY	FA
Florence (T of)	CITY/TOWN/COUNTY	IB
Fountain Hills (T of)	CITY/TOWN/COUNTY	IB
Gila County	CITY/TOWN/COUNTY	IB
Glendale (C of)	CITY/TOWN/COUNTY	UW
Goodyear (C of)	CITY/TOWN/COUNTY	UW
Kingman (C of)	CITY/TOWN/COUNTY	UW
La Paz County	CITY/TOWN/COUNTY	IB
Lake Havasu City (C of)	CITY/TOWN/COUNTY	FA
Marana (T of)	CITY/TOWN/COUNTY	UW
Mesa (C of)	CITY/TOWN/COUNTY	UW
Mohave County	CITY/TOWN/COUNTY	FA
Oro Valley (T of)	CITY/TOWN/COUNTY	IB
Parker (T of)	CITY/TOWN/COUNTY	IB
Payson (T of)	CITY/TOWN/COUNTY	IB
Peoria (C of)	CITY/TOWN/COUNTY	UW
Phoenix (C of)	CITY/TOWN/COUNTY	UW
Pima County	CITY/TOWN/COUNTY	UW
Pinal County	CITY/TOWN/COUNTY	IB

Client	Sector	Role
Prescott Valley (T of)	CITY/TOWN/COUNTY	IB
Safford (C of)	CITY/TOWN/COUNTY	IB
Sahuarita (T of)	CITY/TOWN/COUNTY	FA
San Luis (C of)	CITY/TOWN/COUNTY	UW
Scottsdale (C of)	CITY/TOWN/COUNTY	UW
Sedona (C of)	CITY/TOWN/COUNTY	IB
Show Low (C of)	CITY/TOWN/COUNTY	IB
Somerton (C of)	CITY/TOWN/COUNTY	IB
Surprise (C of)	CITY/TOWN/COUNTY	UW
Taylor (T of)	CITY/TOWN/COUNTY	IB
Tolleson (C of)	CITY/TOWN/COUNTY	IB
Tucson (C of)	CITY/TOWN/COUNTY	UW
Willcox (C of)	CITY/TOWN/COUNTY	IB
Winslow (C of)	CITY/TOWN/COUNTY	IB
Yavapai County	CITY/TOWN/COUNTY	IB
Yuma (C of)	CITY/TOWN/COUNTY	IB
Yuma County	CITY/TOWN/COUNTY	IB
Client	**Sector**	**Role**
Avra Valley Fire District	FIRE DISTRICT	IB
Buckeye Valley Fire District	FIRE DISTRICT	IB
Bullhead City Fire District	FIRE DISTRICT	IB
Central Yavapai Fire District	FIRE DISTRICT	IB
Chino Valley Fire District	FIRE DISTRICT	IB
Corona de Tucson Fire District	FIRE DISTRICT	IB
Daisy Mountain Fire District	FIRE DISTRICT	IB
Drexel Heights Fire District	FIRE DISTRICT	IB
Fry Fire District	FIRE DISTRICT	IB
Green Valley Fire District	FIRE DISTRICT	IB
Northwest Fire District	FIRE DISTRICT	IB
Rincon Valley Fire District	FIRE DISTRICT	IB
Rio Rico Fire District	FIRE DISTRICT	IB
Sedona Fire District	FIRE DISTRICT	IB
Sun City West Fire District	FIRE DISTRICT	IB
Three Points Fire District	FIRE DISTRICT	IB
Tuba City Fire District	FIRE DISTRICT	IB
Client	**Sector**	**Role**
Arizona State University	HIGHER ED	UW
Maricopa Community College District	HIGHER ED	UW
Northern Arizona University	HIGHER ED	UW
Pima Community College	HIGHER ED	FA
University of Arizona	HIGHER ED	UW
Client	**Sector**	**Role**
Agua Fria UHSD	SCHOOL DISTRICT	IB
Alhambra ESD	SCHOOL DISTRICT	IB
Altar Valley ESD	SCHOOL DISTRICT	IB
Amphitheater USD	SCHOOL DISTRICT	IB

Client	Sector	Role
Antelope UHSD	SCHOOL DISTRICT	IB
Apache Junction USD	SCHOOL DISTRICT	IB
Arlington ESD	SCHOOL DISTRICT	IB
Avondale ESD	SCHOOL DISTRICT	IB
Balsz ESD	SCHOOL DISTRICT	IB
Benson USD	SCHOOL DISTRICT	IB
Bisbee USD	SCHOOL DISTRICT	IB
Blue Ridge USD	SCHOOL DISTRICT	IB
Buckeye ESD	SCHOOL DISTRICT	IB
Buckeye UHSD	SCHOOL DISTRICT	IB
Camp Verde USD	SCHOOL DISTRICT	IB
Cartwright ESD	SCHOOL DISTRICT	IB
Casa Grande ESD	SCHOOL DISTRICT	UW
Casa Grande UHSD	SCHOOL DISTRICT	IB
Catalina Foothills USD	SCHOOL DISTRICT	IB
Cave Creek USD	SCHOOL DISTRICT	IB
Cedar USD	SCHOOL DISTRICT	IB
Chandler USD	SCHOOL DISTRICT	IB
Chino Valley USD	SCHOOL DISTRICT	IB
Colorado River UHSD	SCHOOL DISTRICT	IB
Concho ESD	SCHOOL DISTRICT	IB
Continental ESD	SCHOOL DISTRICT	IB
Coolidge USD	SCHOOL DISTRICT	IB
Cottonwood-Oak Creek ESD	SCHOOL DISTRICT	IB
Crane ESD	SCHOOL DISTRICT	IB
Deer Valley USD	SCHOOL DISTRICT	UW
Douglas USD	SCHOOL DISTRICT	IB
Dysart USD	SCHOOL DISTRICT	IB
East Valley Institute of Technology (EVIT)	SCHOOL DISTRICT	IB
Flagstaff USD	SCHOOL DISTRICT	UW
Florence USD	SCHOOL DISTRICT	IB
Flowing Wells USD	SCHOOL DISTRICT	IB
Fountain Hills USD	SCHOOL DISTRICT	IB
Gadsden ESD	SCHOOL DISTRICT	IB
Ganado USD	SCHOOL DISTRICT	IB
Gila Bend USD	SCHOOL DISTRICT	IB
Gilbert USD	SCHOOL DISTRICT	IB
Glendale UHSD	SCHOOL DISTRICT	IB
Globe USD	SCHOOL DISTRICT	IB
Grand Canyon USD	SCHOOL DISTRICT	IB
Higley USD	SCHOOL DISTRICT	IB
Holbrook USD	SCHOOL DISTRICT	IB
Humboldt USD	SCHOOL DISTRICT	IB
Hyder ESD	SCHOOL DISTRICT	IB
J.O. Combs USD	SCHOOL DISTRICT	IB
Joseph City USD	SCHOOL DISTRICT	IB

Client	Sector	Role
Kayenta USD	SCHOOL DISTRICT	IB
Kyrene ESD	SCHOOL DISTRICT	IB
Lake Havasu USD	SCHOOL DISTRICT	IB
Liberty ESD	SCHOOL DISTRICT	IB
Litchfield ESD	SCHOOL DISTRICT	IB
Littleton ESD	SCHOOL DISTRICT	IB
Marana USD	SCHOOL DISTRICT	IB
Maricopa USD	SCHOOL DISTRICT	IB
Mesa USD	SCHOOL DISTRICT	FA
Mingus UHSD	SCHOOL DISTRICT	IB
Mohave Valley ESD	SCHOOL DISTRICT	IB
Morenci USD	SCHOOL DISTRICT	IB
Murphy ESD	SCHOOL DISTRICT	IB
Nadaburg ESD	SCHOOL DISTRICT	IB
Nogales USD	SCHOOL DISTRICT	IB
Osborn ESD	SCHOOL DISTRICT	IB
Page USD	SCHOOL DISTRICT	IB
Palo Verde ESD	SCHOOL DISTRICT	IB
Paradise Valley USD	SCHOOL DISTRICT	FA
Payson USD	SCHOOL DISTRICT	IB
Peach Springs USD	SCHOOL DISTRICT	IB
Peoria USD	SCHOOL DISTRICT	IB
Phoenix ESD	SCHOOL DISTRICT	IB
Phoenix UHSD	SCHOOL DISTRICT	FA
Pima USD	SCHOOL DISTRICT	IB
Prescott USD	SCHOOL DISTRICT	IB
Queen Creek USD	SCHOOL DISTRICT	IB
Ray USD	SCHOOL DISTRICT	IB
Red Mesa USD	SCHOOL DISTRICT	IB
Roosevelt ESD	SCHOOL DISTRICT	IB
Round Valley USD	SCHOOL DISTRICT	IB
Saddle Mountain USD	SCHOOL DISTRICT	IB
Safford USD	SCHOOL DISTRICT	IB
Sahuarita USD	SCHOOL DISTRICT	IB
Santa Cruz Valley UHSD	SCHOOL DISTRICT	IB
Santa Cruz Valley USD	SCHOOL DISTRICT	IB
Scottsdale USD	SCHOOL DISTRICT	UW
Sedona-Oak Creek USD	SCHOOL DISTRICT	IB
Show Low USD	SCHOOL DISTRICT	IB
Sierra Vista USD	SCHOOL DISTRICT	IB
Snowflake USD	SCHOOL DISTRICT	IB
Somerton ESD	SCHOOL DISTRICT	IB
Stanfield ESD	SCHOOL DISTRICT	IB
Sunnyside USD	SCHOOL DISTRICT	FA
Tanque Verde USD	SCHOOL DISTRICT	IB
Tempe UHSD	SCHOOL DISTRICT	UW

Client	Sector	Role
Tolleson ESD	SCHOOL DISTRICT	IB
Tolleson UHSD	SCHOOL DISTRICT	UW
Toltec ESD	SCHOOL DISTRICT	IB
Tombstone USD	SCHOOL DISTRICT	IB
Tuba City USD	SCHOOL DISTRICT	IB
Tucson USD	SCHOOL DISTRICT	FA
Union ESD	SCHOOL DISTRICT	IB
Vail USD	SCHOOL DISTRICT	IB
West-MEC	SCHOOL DISTRICT	IB
Whiteriver USD	SCHOOL DISTRICT	IB
Wickenburg USD	SCHOOL DISTRICT	IB
Willcox USD	SCHOOL DISTRICT	IB
Wilson ESD	SCHOOL DISTRICT	IB
Window Rock USD	SCHOOL DISTRICT	IB
Winslow USD	SCHOOL DISTRICT	IB
Yuma ESD	SCHOOL DISTRICT	IB

Stifel is pleased to support our clients with a national top 10 municipal sales, trading and underwriting operation. The volume of activity managed, keen market insight and the high degree of professionalism demonstrated by this group is an asset to every municipal transaction in which Stifel participates.

Combined Municipal Representatives, Sales, Trading and Underwriting Professionals Supporting SAVE and YEPA Members	
National Institutional	197
National Institutional (Exclusively Municipal)	23
National Retail	2,227
Arizona Retail	19
Municipal Trading & Underwriting	17

Tab 3: Scope of Services:

A brief summary of the scope of services to be provided by the firm (see list of required services on pages 31-33), including method of approach to the delivery of these services.

Method of Approach. Stifel's approach to the business of public finance is to always emphasize long-term client relationships. While many firms in the industry are transaction oriented, Stifel is a relationship oriented firm. Every bond issue we work on is unique and has specific strengths and challenges and we consider it our mission to maximize those strengths and tackle the challenges head on. We are a highly experienced team with veteran local bankers and a strong history of service to Arizona school districts, cities/towns, counties, special districts, community facilities districts, colleges, universities and State Agencies. Strategic locations across the country provide our clients with exceptional service and market knowledge. We work with our clients throughout the financing process to help ensure their goals and objectives are met. Stifel believes it is this approach to doing business that provides our clients with the best possible results.

With a vast wealth of relevant experience and senior banking personnel to draw upon, Stifel bankers are well equipped to design financing solutions that are tailored to the unique circumstances that each project may bring. We work collaboratively with clients to find the optimal accommodation of sound public policy, market-acceptable structures and cost effective financing. We have expertise with not only traditional fixed rate tax-exempt financings but also variable rate issues, stepped coupon structures, taxable issues, lease purchases, private placements and other financing structures for clients to consider, when appropriate, in addressing capital improvement needs in changing market conditions. We are prepared to provide the full range of services necessary and appropriate for the completion of each financing. Stifel is thorough in our method of approach and our execution on all levels of an engagement.

We pride ourselves on being well organized and responsive to our clients, so every client is assured their financing goals and objectives will be accomplished. We are confident we can offer the highest quality services, augmented by decades of capital markets expertise. We have the largest Public Finance staff in the State and ample resources to help government jurisdictions accomplish their financing objectives. Our approach to each engagement is to offer a solid primary team and make available any and all resources of the Firm, as appropriate for specific circumstances.

Stifel's staffing goal with respect to all clients, is to provide all appropriate resources necessary to accomplish the task at hand. Stifel's Public Finance Department is made up of offices across the country with a primary focus on regional markets. Our philosophy though, encourages reaching out from our local offices to the entire Firm for additional expertise when needed. While the teams for Arizona clients will be primarily staffed by the Stifel Public Finance Office in Phoenix, *the full breadth of experienced resources Stifel has to offer is available, as appropriate*. Each Stifel engagement team is led by a senior banker and includes analytical and consulting support, a disclosure specialist and administrative assistance. All of these individuals are located in Arizona. Depending on the specific financing, the Stifel team may be augmented with additional banking support and subject area specialists (both local and throughout the Firm) to assist with unique circumstances. This Stifel engagement team philosophy enhances the efficiency of the transactions in which we participate, encourages multiple levels of review to ensure flawless execution and empowers clients with several points of contact.

Scope of Services. In the following table we have grouped the specific services associated with this RFP into four categories:

- Services Associated with Publically Offered Bonds and Obligations;
- Assistance with General On-Going Debt Issuance Matters;
- Additional Financing Services; and
- Stifel Advantage Services.

We believe the information provided throughout the next several pages clearly documents the ***Stifel Advantage Services***. This is evidenced by both the additional services, under the heading Stifel Advantage Services, provided to our clients and by Stifel's thorough and higher level of execution of all services for our clients.

Stifel's bankers and personnel assigned to the District and other YEPA and SAVE members have been consistently providing the scope of services listed in the RFP and other value added services as further described below to Arizona school districts, including the District and YEPA and SAVE members, throughout their entire careers. Our professionals are seasoned and well adapted to the pace, process and needs of Arizona's school districts. Stifel is well suited to serve in either the financial advisory or investment banking capacities the District may need. In accordance with the securities industry Municipal Advisor Rule (the "MA Rule") and other relevant rules, Stifel services and communications, where applicable and depending on the circumstances, will be provided on a general and factual basis until engaged as either a financial advisor, underwriter or placement agent for a particular financing. Thereafter, Stifel will adhere to the limitations respective to each role as contemplated by the MA Rule.

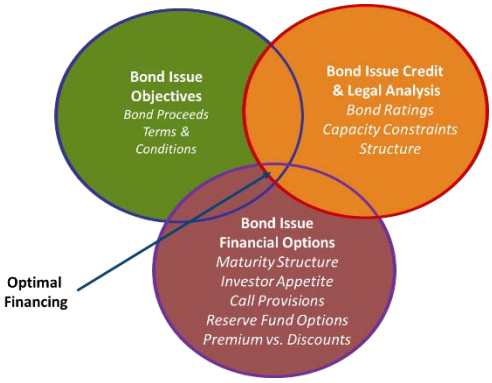
Depending on the specific engagement or transaction for which the Firm is hired, and our role as either a financial advisor or underwriter, the following is a brief description of our services provided, approach and experience.

TRADITIONAL INVESTMENT BANKING SERVICES

Scope	Service
1	*devising and recommending to the District a plan of financing for bonds, other debt obligations or lease/purchase obligations to be issued, which plan shall include a maturity schedule, projected tax rates and other terms and conditions, as will result in the most advantageous terms to the District, consistent with a minimum effective interest rate*

Plan of Financing. Successful public financings begin with a thorough understanding of the client's (i) financing objectives, (ii) financial considerations and (iii) political constraints as well as a solid understanding and awareness of industry market conditions and the Arizona debt market. Stifel provides complete information so our clients can make informed decisions; not information based on financial incentives to choose one financing technique over another. Stifel works with the issuer and the team to create a debt issue reflective of the specific policy objectives and structured to provide the lowest possible borrowing cost under prevailing market conditions. Stifel manages this team effort with all financing participants on behalf of the issuer – ensuring financings are completed in a timely fashion where all capital financing objectives are met.

Stifel has the most active underwriting desk for Arizona.



Stifel begins each transaction with a thorough report and analysis of primary financing factors such as detailed assessed valuation analyses, property tax rates review and projections, current outstanding debt obligations and other financing plans (i.e. overrides, phased bonding program, lease purchase obligations). Stifel bankers review planning scenarios, adjusted throughout the financing process, and weigh considerations of different options with issuer officials.

Our local Stifel bankers have the benefit of understanding the community, knowing how and where to find critical data to better understand/explain municipal revenue streams, and working with these issues on a regular basis.

With input from staff, Stifel bankers then prepare a draft Financing Plan which will include a summary of the key features for a financing, major credit considerations, financial analyses, sources and uses of funds schedule, maturity schedule and a financing timeline. During this process and evaluation, Stifel can suggest enhancements to existing issuer policies or objectives for financings, secondary property taxes and revenue obligations. Stifel will also review the issuer's outstanding debt for interest savings and/or payment restructuring opportunities that could be achieved through adding a debt refunding component to the issue.

2	*determining the timing of the offering and the sizing of the issue*

Timing and Sizing. Appropriate timing and sizing are important components for the success of any debt issuance. The number of factors to consider in the context of timing and sizing are numerous and range in complexity depending on the credit, current market conditions and interest rate expectations. The Stifel team works with issuers to facilitate, understand and prioritize all of these pieces of information to make an informed decision with respect to issue timing and sizing. Some of the specific factors that Stifel takes into consideration for scheduling and structuring are listed below:

- Method of sale – Public sale or private placement
- Size – Based on issuer capital plan, policies and objectives, State statutory restrictions, Federal tax law considerations, growth assumptions, revenue stress tests, tax rate policy parameters, etc.
- Structure – Pace of needs, payoff objectives, terms of different types of financing vehicles, prepayment options, coupon flexibility, capacity constraints, market conditions
- Cost considerations – Minimize fixed issuance costs by number of issues and/or financing vehicle
- Economic/market factors and calendar
- National and Arizona deal volume

Stifel produces a financing timeline for each bond issuance, indicating the key deadline dates and specifying responsible parties for each task. This timeline is developed with the issuer and updated as needed throughout the financing process.

TRADITIONAL INVESTMENT BANKING SERVICES

Scope	Service
3	*participating in document preparation and assisting bond counsel in the coordination of the offering*

Financing Document Preparation and Bond Counsel Assistance. Pursuant to the Financing Plan, Stifel will assist the issuer, bond counsel and other financing team members in the preparation and/or review of all relevant financing documents including the official statement, disclosure agreements and bond indenture, as well as any additional documents required by the financing such as appraisals and ground leases for real property-secured financings and feasibility studies for utility revenue bond issues. We will provide input into drafting to assure accuracy and maximum flexibility for the financing.

Stifel assists with preparation of offering memoranda and other documents related to the marketing and issuance of debt and the execution of related financing transactions to meet Board packet deadlines. Additionally, Stifel drafts a communication to the Governing Board highlighting their obligation of reviewing the offering document pursuant to Federal legislation.

Stifel also actively participates in coordinating and being a part of all due diligence calls – sometimes arranging multiple calls in order to make sure all legal issues are vetted and addressed. Stifel also contracts with a third party continuing disclosure firm to provide analysis of an issuer's continuing disclosure filings.

4	*preparing such information, as necessary, for the rating of the entity and upon the District approval, assisting in the presentation to stakeholders; assisting the District in maintaining on-going relationships with the credit rating agencies*

Credit Rating(s). Stifel assists issuers in determining the cost-benefit of obtaining credit ratings (non-public or public); such analysis includes assessing the underlying credit strengths and weaknesses pursuant to each credit rating agency's criteria, analyzing the benefit of bond insurance (see scope 6 Credit Enhancement herein) and exploring the availability and applicability of other credit enhancing programs in addition to an underlying credit rating. Stifel coordinates sending the request for rating qualification to the credit rating agencies. Stifel's assistance also extends to periodic surveillance calls – assisting with coordination and providing general and factual information as requested.

Beyond being a facilitator, Stifel often serves as a resource to the credit rating agencies as they navigate through the complexities of Arizona school finance and annual legislation.

Depending on the complexity of the proposed financing program, Stifel will assist with producing a credit rating presentation. If a visit to or by a rating agency is warranted, we would coordinate the trip and the presentation and accompany issuer Staff.

Stifel has been at the forefront in educating the rating agencies on Arizona school finance to help rating agencies understand the limitations placed on Arizona school districts and to eliminate the use of terminology or language that may be inaccurate or misleading (such as the use of "operating deficit"). Additionally, as a result of recent Arizona Statutory changes, Stifel has been working with issuers to consider the potential benefit of a Fitch rating. In some cases, Fitch's favorable view of Arizona's "Statutory Lien" language warrants weighing the cost of an additional rating against the potential interest rate benefit of a two notch rating bump.

Stifel Advantage: *Lastly, Stifel offers our clients assistance with compiling information for Standard & Poor's Financial Management Assessment – helping to organize the process in advance. Stifel also subscribes to premium Moody's Ratings tools: Moody's Quantitative Ratings Estimator (QRATE) and Municipal Finance Ratio Analysis (MFRA) to assist with creating and comparing credit ratings based on different assumptions.*

5	*participating in Preliminary Official Statement (POS) and Official Statement (OS) assemblage, preparation and delivery of a "camera-ready" copy to the printer*

Disclosure Documentation Preparation. Stifel may assist in producing an official statement (or placement memorandum, term sheet or other disclosure document) in-house for its clients or may oversee the production of the offering document by a disclosure counsel, depending upon the complexity of the financing, extent of disclosure and the issuer's preference. As either originators of the document(s) or overseers, our bankers are well versed in the preparation of comprehensive disclosure documents. We work closely with the issuer to make sure that Staff and the Governing Board carefully reviews the offering document to ensure compliance with the Securities and Exchange Commission Rule 15c2-12 and guidelines of the Municipal Securities Rulemaking Board. Additionally Stifel works with many printers, both locally and nationally, to produce "camera-ready" copies of offering documents.

Our Phoenix office has more experience than any other Firm assisting with Official Statements for Arizona issuers.

Our Phoenix office has more experience than any other Firm assisting with Official Statements for Arizona issuers. Stifel has been at the forefront of crafting and updating disclosure language – from amending the Property Tax language after implementation of Proposition 117 to accurately describing SRP in-lieu contributions to pension and retirement plan language.

TRADITIONAL INVESTMENT BANKING SERVICES

Scope	Service
6	*advising the District concerning the need for credit enhancement and assisting in the negotiations in connection therewith*

Credit Enhancement. Stifel will solicit the requests for insurance from the insurance companies, helping to respond to any additional requests for information or clarification and collecting premium quotations. Based on investor/market feedback and pricing, Stifel then analyzes the breakeven insurance premium point and helps evaluate whether insurance should be utilized and/or which bond insurance company is appropriate.

Stifel Advantage: *Stifel is well-informed and monitors other financing credit enhancement options, such as the recently implemented Arizona Credit Enhancement Program. Stifel continually analyzes these mechanisms for our clients and communicates the practicability of utilizing such options as part of the preparation for the transaction.*

7	*assisting in the approval process of the bond issue or lease/purchase obligation by the Governing Board and any other entity as necessary to the issuance of the bonds or lease/purchase obligation*

Governing Board Approval of Issuances. Stifel frequently attends meetings pursuant to the client's needs, including, but not limited to, work study sessions, Governing Board meetings, debt oversight committee meetings. As needed, this may include preparation of materials, performing tax rate calculations for options being considered and public presentations. Additionally, Stifel is also available to address constituent and/or investor inquiries. As noted in Scope 3, Stifel assists Bond Counsel and staff with making sure the approval processes are timely and complete.

8	*assisting in closing details and post-closing duties, including the development of closing memorandum and a final report to the Bond Review by the Governing Board to include a recap of the sale of the bonds or the lease/purchase obligation*

Closing Document Review and Closing Memorandum. Stifel works with client staff, the County Treasurer, bond counsel and any other consultants to execute the closing of the financing. Stifel reviews all final closing and legal documents to ensure the transaction is properly documented. We coordinate with the other financing team members for publishing any final Official Statement (or other disclosure documents) and prepare a closing memorandum. We arrange and coordinate with the appropriate parties so that the financial arrangements are made for the closing. A Stifel closing coordinator is present at physical closings or coordinates conference calls to ensure and confirm wires are sent and the bond issues close with all appropriate parties.

Post-Closing. Within the industry regulatory framework, Stifel's practice is to maintain close relationships with clients after a financing is closed to answer any ongoing questions, ensure that all parties have the information needed to effectively administer the debt, assist with understanding continuing disclosure obligations and support ongoing rating agency and investor relations. Stifel may also provide a post-pricing report and presentation to the Governing Board after the pricing. Additionally, Stifel provides a Summary of Sale booklet at or before closing of each sale to serve as a record and reference in future years. We will remain available to the Staff for questions as they arise once the transaction is complete. If requested, we will also review written post issuance compliance procedures. Stifel also maintains copies of all transcripts related to client debt financings.

Continuing Disclosure. Working with Bond Counsels, our office assists numerous clients with understanding their continuing disclosure requirements. Due to restrictions of the Securities and Exchange Commission, broker-dealers and municipal dealers are prohibited from actively participating in issuer compliance with ongoing disclosure requirements. Stifel provides contact information for third party firms that provide continuing disclosure assistance. To the extent we are able, we provide education and assistance with these requirements. Stifel sends an annual continuing disclosure reminder to all of our clients prior to the deadline and includes a list of dissemination agent providers.

9	*answering questions or requests for additional information from prospective investors*

Prospective Investor Information Requests. Stifel prides itself on its relationship with the investor community and its responsiveness to any inquiries. Stifel provides ongoing sales force education and credit surveillance to support the investor base. During issuances, Stifel's underwriting and public finance team are readily available to answer questions or direct investors to publicly available information. Stifel's Municipal Research Department ensures relevant credit information is available to our sales team ahead of the pricing period. The team also provides secondary market support for the bonds the Firm underwrites long after the sale. Stifel distributes *"Municipal Market Observer"* and "*Bond Market Weekly*" reports each week to an external group as well as institutional and retail clients. Our Fixed Income Capital Markets group regularly provides strategy, market and FOMC commentary.

MuniBOND is a proprietary system, which is used by every member in Stifel's Municipal Division.

Stifel Advantage: *At Stifel, we pride ourselves on being at the forefront of technology and data usage. MuniBOND is a proprietary system, which is used by every member in Stifel's Municipal Division. This system truly gives Stifel a competitive edge in engaging investors and keeping diligent records with our public finance issuer clients.*

TRADITIONAL INVESTMENT BANKING SERVICES

Scope	Service
10	*underwriting of debt securities and/or evaluating any proposals submitted for the purchase of bonds or lease/purchase obligations*

Underwriting of Debt Securities. Stifel is one of the most active underwriters in the country and in Arizona. Nationally, for the past four years running Stifel has ranked the #1 underwriter of negotiated obligations, by number of transactions. In Arizona, also by number of transactions, for six or the past eight years Stifel has ranked the #1 underwriter of Arizona negotiated obligations. In Arizona, for 2017, the Firm ranks #1 by both number of transactions and par amount. We offer some of the most experienced professionals in the business with strong working relationships with investors and keen insight on the Arizona market. The key features of Stifel's underwriting platform are communication, process transparency, maximum distribution and willingness to put Firm capital at risk by taking securities into inventory. This approach, along with Stifel's high level of execution, are the keys to securing the lowest possible yields for our clients' debt transactions. Because the Firm consistently underwrites more Arizona municipal issues of all credit types and sizes than any other firm, our municipal market insight places Stifel in the best position to develop the most effective pricing strategies for our clients. A full description of Stifel's top 10 underwriting and distribution platform begins on page 30.

Because the Firm consistently underwrites more Arizona municipal issues of all credit types and sizes than any other firm, our municipal market insight places Stifel in the best position to develop the most effective pricing strategies for our clients.

Proposal Analysis and Method of Sale. If serving as Financial Advisor, Stifel assists the issuer with evaluation of various proposals submitted by underwriters for refunding opportunities and lease/purchase or bond obligation purchases; and appropriate method of sale for a pending transaction. The method of sale analysis is based on a variety of factors including stability of the long-term fixed rate municipal market; complexity and uniqueness of the credit being sold; current market conditions; and level of pre-marketing needed; and contemplated after a thorough discussion with the client regarding the benefits and limitations associated with the competitive, negotiated and private placement processes. Under all circumstances, Stifel's role is to represent the issuer and evaluate all available options, whether presented by other firms or originated by Stifel, to ensure our clients' financial objectives are met as efficiently as possible. Additionally, at the time of an actual sale, Stifel banking and research staffs are available to answer questions from underwriters and investors and Stifel deploys its technical resources to verify mathematical accuracy of submitted bids, identify winning bidder, and refine principal amortization schedules, if needed. In all cases, Stifel's municipal market expertise and underwriting depth and experience are at the forefront for the benefit of our clients. Even in financial advisory situations, Stifel clients benefit from our underwriting capabilities. The key municipal market insight available from our very active and highly regarded underwriting desk is regularly tapped to confirm purchase proposals, bids and pricings for our financial advisory clients.

14	*soliciting pricing quotes for and paying for, on behalf of the District, fees associated with the printing of bond offering documents, ratings, trustee and paying agent fees and related services when necessary*

Soliciting Pricing Quotes for Fees. Stifel routinely solicits pricing quotes for fees associated with securities issuances: paid by bond proceeds including credit enhancement pricing quotations, dissemination agent fees, bond registrar/paying agent fees, etc. For bond registrar and paying agent, trustee, escrow/depository trustee services, Stifel contacts at least five to six commercial banks. Stifel produces a summary analysis along with the original responses. Stifel is differentiated by the thoroughness of our trustee and paying agent solicitations – requesting fees for payment of costs of issuance and termination fees should the issuer opt to change trustee and paying agent firms. Credit rating agencies have a well-established, fixed fee scheduled based on the type and size of bond. Stifel will confirm those fees for accuracy prior to pricing bonds. In certain circumstances, Stifel has been able and willing to advance fees associated with the printing of bond offering documents, ratings and related services when necessary and on behalf of the issuer. The fees are ultimately reimbursed from bond proceeds.

15	*monitoring the costs of fees and expenses incurred in connection with the issuance of the bonds*

Transaction Expenses. Stifel continually monitors and maintains the fees and expenses in connection with the issuance of the bonds. A detailed breakdown of the Cost of Issuance paid from bond proceeds is provided for every transaction.

ON-GOING FINANCIAL SERVICES

Scope	Service
11	*assisting the District with respect to the investment of bond proceeds, if necessary, and recommending an entity to calculate arbitrage earnings*

Investment of Bond Proceeds. By Statute, Arizona counties invest bond proceeds on behalf of school districts. We can, adhering to applicable State and Federal rules and regulations, act as a liaison between the district and the county, if necessary and as needed.

Arbitrage Rebate Consultant. Stifel sends an annual reminder to its clients regarding engaging an arbitrage consultant firm to calculate arbitrage earnings, if applicable. Included in this reminder, Stifel lists various firms who provide such services. Additionally and when requested, Stifel has assisted in providing documentation/schedules that the arbitrage rebate agent may need for their analysis.

13	*advising the staff of the District and the Governing Board of ongoing developments in the bond industry as they affect the District*

Ongoing Market Updates. A large portion of Stifel's success in the municipal marketplace is attributable to the quality, professional work we provide our clients and the information we provide to investors and other market participants. Stifel's underwriters in Denver (and San Francisco depending on circumstances) are available at any time throughout the financing process to discuss their thoughts on the market's most probable reaction to financing alternatives and provide an ongoing update of market conditions.

We are constantly in communication with potential investors through the distribution of educational and marketing materials.

Stifel maintains several economists, a Fixed-income Strategy Group and a Municipal Credit & Research division to provide the Firm and its clients with a macro overview of the domestic and international economies as well as the bond markets. Stifel's Public Finance Research Department ensures relevant credit information is available to our sales team ahead of the pricing period. Our Fixed Income Capital Markets group regularly distributes strategy, market and FOMC commentary. We are constantly in communication with potential investors through the distribution of educational and marketing material. Our market strength in underwriting complements advisory work to help ensure our clients' bonds are priced aggressively and fairly.

16	*maintain records of debt service on all outstanding obligations*

Debt Service Records. Stifel maintains and updates debt service on all outstanding obligations of its clients. Also, in the "Summary of Sale Results" book, Stifel includes aggregate and individual debt service schedules for all bond issuances of the jurisdiction. Our records are frequently used as a "check" for information contained in annual bonded indebtedness reports, tax levy setting and budgets/AFRs/audits. Additionally, Stifel uses these resources to constantly monitor for refinancing opportunities. Furthermore, Stifel also invests in a Bloomberg Terminal and industry software such as TM3 and SDC. These resources validate our own records to ensure accurate tracking.

Stifel Advantage: *Stifel annually provides outstanding debt service payments which our clients utilize for budgeting/AFR and tax levy setting purposes. Stifel has the resources to constantly maintain extensive debt information for its clients (debt service, credit ratings, insurers, assessed values, tax rate histories, election histories, authorized but unissued debt), as well as entities across the State.*

17	*monitoring and advising the District on refunding opportunities, derivatives and other financial products that would help the District lower its cost of borrowing*

Refundings and Other Financial Products. Utilizing the daily, weekly, monthly and annual market information provided by all departments of the Firm, Stifel continually monitors market movements. Using this data as well as the debt information maintained for their clients, Stifel consistently monitors the outstanding debt of each client on a continuous basis in order to identify potential refunding candidates that generate cash flow savings. Stifel will alert issuers of debt refinancing or payment restructuring opportunities with substantial benefit, including those for interest cost savings, a change in revenues securing the debt or a desire to change or eliminate certain bond covenants. Especially in light of the recent tax reform's elimination of advanced refundings and pursuant to issuer objectives, Stifel keeps abreast of alternative refunding opportunities such as forward contracts, Cinderella bonds, taxable refundings and crossover refundings.

In addition to Stifel's investment in industry software, the Firm retains two quantitative experts available for consultation on more complex or newly emerging structures.

Stifel is well-equipped with all industry-standard market software resources, including subscriptions to TM3, Bloomberg, rating agencies, and DBC Finance. We maintain a subscription to Thomson Reuter's eMAXX, which enables us to perform in-depth investor analyses and constantly monitor refunding opportunities.

ON-GOING FINANCIAL SERVICES

Scope	Service

Stifel Advantage: *In addition to Stifel's investment in industry software, the Firm retains two quantitative experts: Paul Luhmann and Les Willson – both have 25 years of experience structuring hundreds of transactions and have significant experience in the investment of bond proceeds, including construction funds, debt service reserve funds, advance refunding escrows, and escrow restructurings. Our quantitative experts have extensive experience in data analysis and statistical techniques, especially multivariate regression analysis optimization techniques, Monte Carlo simulations, and sensitivity testing. They specialize in reading, understanding and interpreting statistical analyses, and then using the results to optimize a debt structure. Stifel uses DBC Finance as bond structuring software but regularly constructs customized models in Excel to serve the needs of issuers with more complex financings. Our quantitative team holds internal information sessions for all Stifel public finance offices and continually communicates new or applicable financing mechanisms and refunding opportunities.*

18a	*assist the District with the tax levy worksheet to assure that the county is levying sufficient amounts for payment of debt service on any outstanding bonds or lease/purchase obligations;*

Property Tax Levies. As previously noted, Stifel maintains extensive debt records, maintains relationships with the treasurers of the counties, and provides a thorough review to ensure a correct levy of debt service at the request of the issuer or the county. This is a ***standard*** service provided by Stifel.

Stifel Advantage: *Stifel is often consulted by county, auditor and issuer staff to provide such data as we maintain comprehensive data files.*

—	*Awarded firms must be willing and able to assist the entity with meeting any applicable state and federal reporting requirements. These requirements may include, but are not limited to, providing assistance in the development of any necessary tables for inclusion in the entity's Comprehensive Annual Financial Report (CAFR) and those for publication on the Electronic Municipal Market Access (EMMA) platform.*

State and Federal Reporting Requirements. Stifel routinely assists issuer clients with statutory, US Census Bureau and bond continuing disclosure requirements. This includes assistance for issuer officials, accountants and dissemination agents with data sources and supplemental data, as requested and as needed. Stifel analysts and bankers are available for this purpose throughout the term of the contract.

The Firm is very proactive with respect to monitoring federal and state legislation and programs relating to municipal finance. On a national level, we regularly receive materials from the several bond counsel firms we work with pertaining to changes in federal municipal finance legislation and programs. We work directly with these law firms to thoroughly understand the implications for Arizona issuers and to incorporate any necessary changes into our business practice. In addition, our bankers make a point of attending various industry conferences and round table discussions throughout the year as a way to stay on top of industry trends and requirements, including the Electronic Municipal Market Access (EMMA) reporting requirements. On a national level, the Firm is very engaged with the Municipal Securities Rule Making Board (MSRB).

—	*In addition, the Investment Banker shall advise the District on any matters that might have an effect on the District or any of its outstanding issues.*
20	*all other matters necessary or incidental to the issuance and administration of debt obligations*

Additional Matters. As described herein, Stifel has an unequal reputation for regularly monitoring and providing critical reporting of legislative and regulatory developments which may impact bond issues or capital finances of our clients. Additionally, Stifel's constant monitoring and interaction with the municipal bond markets and secondary trading activity offers critical insight for our clients.

Stifel is fully prepared to execute and assist with all services related to the issuance and administration of debt obligations, as applicable for each engagement.

OTHER FINANCING SERVICES

Scope	Service
18b	*analyze the cash flows of the district for the purposes of identifying cash shortfalls; and/or*
18d	*assist with identifying the cost/benefit of issuing Tax Anticipation Notes (TANS); and/or*
18e	*assistance with facilitating the issuances of TANS, as needed; and/or*

Cash Flow Analysis and TANs. Stifel has experience assisting districts with cash flow analysis, applications for advanced State aid, when requested, and providing thorough analyses related to justification for issuing Tax Anticipation Notes ("TANs"). For those issuers that decide to utilize the TANs program, the Firm has experience underwriting TANs issues and experience placing taxable school district issues with County treasurers.

19	*assisting with lease-purchase financings or other obligations for capital projects including but not limited to real property and energy savings measures*

With respect to alternative financing options, our professionals are constantly evaluating and reevaluating products, offerings and alternative investor options that have the potential to increase the efficiency of our clients' financings.

Private Placements with Banks and County Treasurers. Stifel has successfully placed issues with both private retail and institutional investors, at or below public market rates. In addition to the interest rate savings associated with these transactions, our issuer clients have also realized savings with respect to issuance costs and staff time required to prepare the transaction for market.

In 2009, Stifel introduced privately placing short (one to five-year maturity range) Arizona school district general obligation bonds to the Maricopa County Treasurer – a financing vehicle often with favorable borrowing rates, abbreviated requirements and lower costs of issuance to districts. Subsequently, Stifel worked with the Pima and Coconino County Treasurer's offices for private placement as well. In all, Stifel has placed well over $100 million with County Treasurers.

Energy Savings Lease Purchase. Stifel has assisted multiple school districts, acting as Placement Agent, in finding financing for energy saving lease purchase projects. Our team identifies and solicits pricing quotes from many investors and facilitates the transaction with all parties. We assist the issuer in identifying the financing with the best terms including interest rate, prepayment terms and other details in the agreement. Among many examples of our service, Stifel assisted Tucson Unified School District with an equipment/lease purchase, utilizing Qualified School Construction Bonds, resulting in $11.3 million of interest cost savings (assuming full federal interest subsidy), Sunnyside Unified School District with over $100,000 savings and Higley Unified School District with over $240,000 savings.

Stifel is the only Firm to assist hyper-growth districts with new school construction challenges by utilizing real property lease purchases to fund schools with the intention of prepaying the lease once bonding capacity and/or bonding authority is achieved.

Lease Purchase / Certificates of Participation. Stifel is the only Firm to assist hyper-growth districts with new school construction challenges by utilizing real property lease purchases to fund schools with the intention of prepaying the lease once bonding capacity and/or bonding authority is achieved. Clients that have successfully met new school construction schedules through interim real property lease purchases include Queen Creek Unified School District, Buckeye Union High School District, Buckeye Elementary School District and Chandler Unified School District totaling $81.32 million.

Stifel has a strong presence in structuring lease financings in the form of certificates of participation ("COP"), thereby opening up this well-established form of capital financing to a large network of investors. This is evident in the number of such issues our Firm has structured. Over the past decade Stifel has assisted in several hundred million dollars of Arizona COP/lease revenue financings as sole, lead, co-senior manager, placement agent or financial advisor, including the Arizona Department of Administration Mohave Prison Purchase, three issues for the City of Tucson in June 2011 and two COP/Lease Revenue issues in 2010 for the Arizona School Facilities Board totaling $150 million ($91 million in QSCBs). As a result, Stifel ranks among the market leaders in this area of municipal finance. Our experience is widespread, having structured simple certificates of participation issues to complex asset transfer structures utilizing multiple cash flow streams.

Federal Tax Credit Financings. Prior to the 2017 Tax Reform Legislation eliminating Build America Bonds and QSCBS, Stifel worked with 20 school districts in Arizona on Build America Bond and Qualified School Construction Bond financings, financings which resulted in significant interest savings. Since issuance, Stifel has been communicating and tracking the various sequestration amounts to such subsidies. Stifel was also successful in assisting with cross-over refundings of these financings, resulting in debt service savings and debt restructuring. See Appendix B for a listing of Stifel non-traditional school district issues, including our tax credit bond experiences.

Defeasances and Escrow Restructurings. Stifel has in the past, and if requested, will assist clients with defeasances and payoff of debt, as well as escrow restructurings (see Scope 17).

STIFEL ADVANTAGE SERVICES

Scope	Service
12	*assisting the District in providing information to various legislators and other state or federal agencies*

Legislative and State and Federal Agency Information. Randie Stein is a key member of the Stifel team with unmatched expertise assisting school districts and other jurisdictions with legislative and state and federal agency information in the areas of property taxation, school finance, state revenue and expenditure issues and state funding formulas. Ms. Stein's knowledge and experience is fully supported and augmented by the depth of the Stifel Phoenix Office. Additionally, the Firm is proactive with respect to monitoring federal and state legislation, programs and regulations relating to municipal finance and communicating this information to our clients, as is discussed further below.

Ms. Stein has recognized expertise in issues pertaining to Arizona revenue, taxation and finance and is adept at modeling tax and revenue changes to assess the impact of specific legislative proposals.

In recent years Stifel has been a crucial technical contributor on several state and federal public policy issues. The Firm's assistance includes drafting statutory language, preparing concise explanations of specific issues and modeling fiscal impacts. We are adept at legislative and tax research and willing to assist our municipal clients in these areas. Several of the issues in which Stifel has been involved include:

- Increasing school district statutory bonding capacity
- Preparing fiscal impact analyses for statutorily required consolidation and unification elections
- Identifying and working on concerns related to Prop 117 implementation and the impact on jurisdictional general obligation bonding capacity calculations
- Correcting fatal language in early drafts of the recently enacted jurisdictional "statutory lien" legislation
- Assisting with timing considerations for School Facilities Board new construction authorization
- Preparing explanations regarding the status of the Prop 123 State Land Trust revenue distribution concern
- Extending Lease Purchase Agreements from a maximum 5 years to 15 years (without an election)
- Legislation authorizing the Department of Corrections financing for the State prison facility in Mohave County that saved the State in excess of $50 million of dollars

18f	*assistance with understanding of SFB issues as they relate to the need to bond*

Intersection of SFB and School District Bonding. Outside of State government, there is no person more familiar and competent in this area than Randie Stein. Having served as the Interim Executive Director of the SFB during the original implementation period, Ms. Stein is truly an expert. On behalf of Stifel clients, the Firm has developed a new construction model to project district eligibility for state new construction funding. The model has proved invaluable for school districts in understanding the impact on state funding associated with construction of locally funded space, and helping school districts plan and maximize use of scarce local capital resources.

18c	*assistance with over-ride elections; and/or*

Bond and Override Election Assistance. Another critical service area for Arizona school districts includes planning and implementing bond and override elections, an area constantly impacted by the tinkering of the State Legislature. Ms. Stein and other professionals of our Firm have been consistently relied upon over the years by school districts, their bond attorneys, AASBO and other school associations to maintain compliance in this area. Stifel's assistance includes preparation of tax impact tables, debt service schedules and financial information required for the voter information pamphlet. In addition to assisting with an average of 25 override elections per year, Stifel professionals have also assisted with 32 school district bond elections requesting over $2 billion authorization from voters in the last two years.

All but a small number of the school district bond and override elections that have taken place in Arizona over the past 20 years have been assisted by the bankers on the Stifel team.

It is important to mention that all but a small number of the school district bond and override elections that have taken place in Arizona over the past 20 years have been assisted by the bankers on the Stifel Team. Although less frequent, Stifel also assists municipal governments with various property levy, tax, bond and override elections. The bankers at Stifel are well equipped with the expertise to successfully assist Arizona jurisdictions with bond, override and primary property tax levy elections.

STIFEL ADVANTAGE SERVICES

Additional Stifel Advantage Services

One of Stifel's most notable achievements in Arizona is our dedication to providing crucial services to our clients outside of the debt issuance process. Stifel has been providing these services consistently for nearly two decades and with dedicated resources, unmatched by any other firm. Following is a description of these services.

- **School Capital Seminars:** Generally three luncheons throughout the year to focus on timely topics related to school capital. Topics have includes legislative issues, state budget, municipal bond market update, school district election results, and continuing disclosure requirements.
- **Elections 101 and Bond Issuance 101 Programs:** Each program is generally held at least once each year. The program is an in-depth look at the topic and offers a good format for questions and discussion. Programs can also be tailored for specific school district or municipal jurisdiction needs.
- **Legislative Updates:** Distributed up to ten times during each regular session of the Arizona Legislature. The document tracks bills related to school capital finance, school facilities, school district property taxes, and major changes to the school funding formula. A final report is prepared and distributed at the end of each session.
- **School Capital Updates:** Updates are emailed periodically throughout the year. Information touches on School Facilities Board activities, Arizona property tax changes, federal tax reform, and national municipal bond developments.
- **Election Results Reporting:** Stifel tracks all Arizona ballot propositions and questions and prepares reports and analysis for both the Fall and Spring election cycles. The report is emailed to our Stifel clients within a few days of the November and May election dates.
- **Client Specific Specialized Analyses:** Stifel is able to assist clients with various specific issues in the areas of school capital finance, excise tax revenue, state revenue and taxation and property taxation. Several recent case studies are presented on page 35.

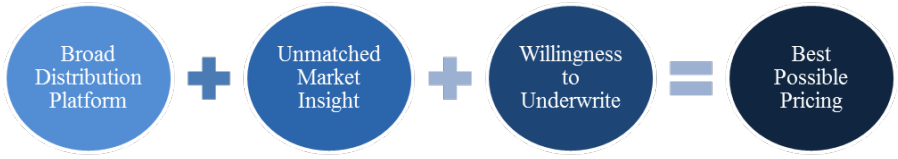
STIFEL UNDERWRITING

General Marketing Plan. *The key to effective marketing and pricing for any issue is maximizing communication*. This includes on-going communication with issuer clients in preparation for an upcoming sale, to advise of market conditions and comparable sales and to ensure the financing structure is best suited to meet the client's needs. With respect to investors, this means preparing as many investors, and as many types of investors, as possible to participate in the order period. Finally, maximizing communication also includes working closely with all financing team members with the goals of expanding perspective on market conditions and enhancing potential distribution of obligations – for the ultimate benefit of the issuer's pricing. This single communication axiom applies regardless of the type of financing structure and whether the issuer is a school district, city or town, state agency, university or other local government jurisdiction.

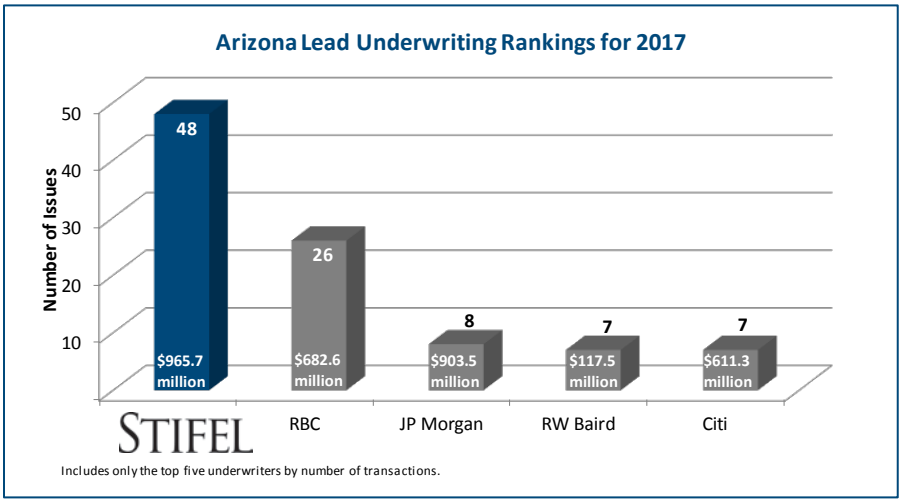
We offer some of the most experienced and professional account managers in the business, whose strong working relationships with investors and the underwriting desks of other firms are a crucial component of the underwriting services we provide. We believe in running an open book pricing period to create an auction-like competition during pricing in order to achieve the lowest cost of financing. The client can follow the orders and can truly participate in the discussions of the pricing options during the pricing period. Under the theme of communication, Stifel prides itself on always running a fair, competitive, open-book pricing period.

Stifel continually strives to enhance the transparency of the underwriting process. This is accomplished by focusing pre-pricing calls on couponing strategy and target audiences for each maturity of the bonds; providing issuers access to the Firm's "Order Flow Monitor" on the day of the pricing; and preparing Closing Memoranda that summarize market conditions on the day of the pricing, the pricing results and the final order tally.

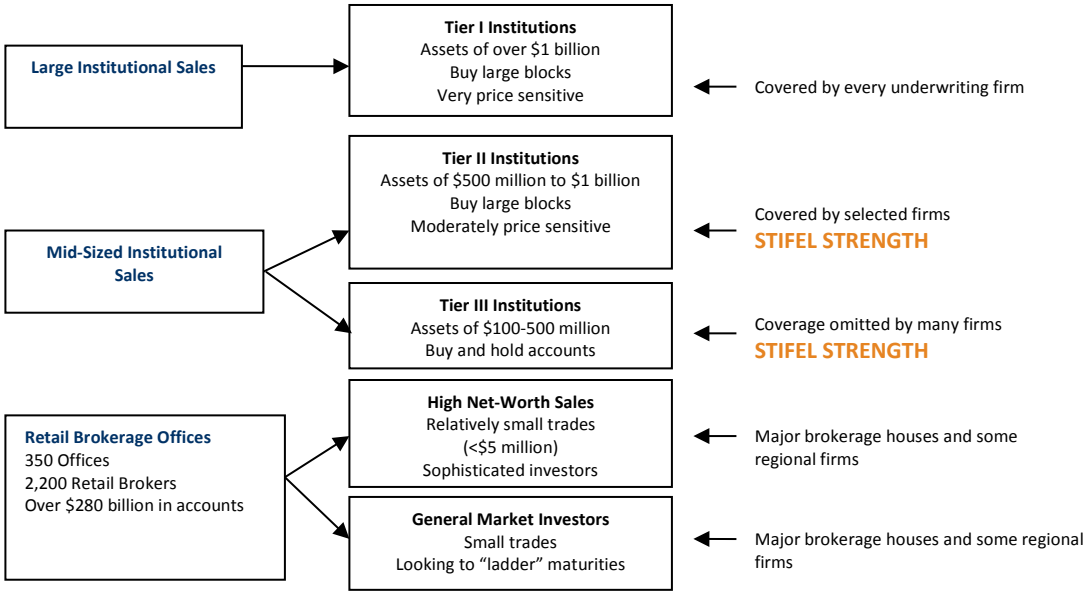
To achieve the lowest possible yield for our public agency clients' bonds, the underwriter needs to generate the most possible demand for the bonds. Stifel accomplishes this for our issuer clients by maintaining a broad distribution platform comprised of sales people that cover an array of tax-exempt and taxable municipal bond buyers. This staff has *unmatched insight on the market for Arizona municipal bonds, built by underwriting many more individual issuances than any other investment bank doing business in the State*. Finally, we are willing to underwrite unsold balances into inventory and continually prove our willingness under the full range of market conditions.



Ability to Sell. Stifel has complete confidence in its ability to sell all Arizona credits. This stems from two simple facts: Stifel consistently underwrites more Arizona municipal issues of all credit types and sizes than any other firm, and Stifel's Arizona and National municipal market insight puts our Firm in the best position to develop the most effective pricing strategies for our clients – which is especially important and valuable under adverse market conditions. As underwriter, our responsibility is to position our clients' obligations (given size, security, maturing structures, etc.), to maximize success on pricing day and minimize issuer interest expense. To that end, the Stifel banking and underwriting team is dedicated to offering and discussing alternative structures, couponing, or timing if these alternatives will benefit the pricing without having an adverse impact on the issuer's overall objectives.



Distribution Platform. Stifel focuses on providing clients with access to a large number of potential investors in both the retail and institutional market segments. With one of the most balanced and comprehensive municipal distribution platforms in the industry, *Stifel is a top 10 distribution network – and these resources are fully utilized for our issuer clients. Our platform includes approximately 200 institutional sales representatives and approximately 2,200 retail investment professionals – one of the largest sales forces in the industry*. However, our competitive advantage is not purely a function of size. It stems from our *unique middle market investor relationships*.



The Stifel sales force maintains relationships with over 2,500 municipal institutional investors. This is in stark contrast to most of our competitors who focus exclusively on the top 100 "Tier 1" accounts and perhaps another 50-100 large regional/specialist accounts. While large anchor orders are critical for large issuers, there is a very real risk that an order book composed exclusively of a handful of large investors can actually be *beholden* to large investors and unable to effectively tighten spreads. Stifel's salespeople bring in orders from new middle market and regional investors who are active, going-away buyers of municipals, and in aggregate, these smaller orders can provide a bulwark from which issuers can leverage the Tier 1 anchor orders into lower spreads. Our distribution strategies are specifically tailored to utilize the depth of our salesforce. *The Stifel platform is designed to increase an issuers institutional buyer base and tighten pricing by leveraging the Firm's middle market relationships.* By definition, this Stifel Strategy ensures Issuers receive the best price available in the debt market, under all market conditions and circumstances.

Individuals from both Institutional Sales and Private Client Group have relationships with a diverse and growing group of Professional Retail investors. Stifel's Institutional and Retail professionals, working both together and in competition with each other, allow our Firm to deploy an exhaustive approach to the distribution of municipal issues. The graphic and following paragraphs summarize the main components of our distribution platform as they relate to the sale and distribution of municipal bonds.

Stifel Municipal Bond Distribution Platform

Private Client Group	• 2,227 Investment Advisors • 351 offices • 1,285,000 client accounts • $283bn AUM
Municipal Institutional Sales	• 23 Municipal Specialists • Tier One institutional coverage • Bond Funds, large money managers, banks and trust departments • Located in major US money centers
Global Fixed Income Sales	• 197 Institutional Sales Professionals • Coverage of middle market institutions, corporates and taxable buyers • US and European teams

- **Institutional Sales.** Stifel has 197 fixed income institutional sales professionals, 23 of whom are focused exclusively on municipal distribution. The remaining cover accounts that purchase municipal bonds as one of many investment vehicles. Our broad geographic footprint – with institutional sales offices in Chicago, Atlanta, Boston, Denver, Detroit, Houston, Kansas City, Los Angeles, Minneapolis, New Orleans, New York City, San Francisco, and St. Louis – extends our coverage beyond the largest institutions to reach regional and local "second tier" and "third tier" buyers. These groups,

standing alone, have smaller and/or more specialized portfolios than the top tier investors. Taken together, however, these investors provide important competition to the top tier institutions, pressuring the larger institutions with respect to interest rates, structure and call features. Due to the volume of transactions that we senior manage, Stifel has contact with a tremendous number of buyers of Arizona municipal bonds, and our relationships go deep beyond the largest buyers to thousands of middle market and regional investors.

- **Private Client Group.** Stifel also has a robust distribution network for individual retail investors. This division of Stifel has seen the most growth in recent years, and as a consequence, plays an ever increasing role in transactions underwritten by the Firm. At the end of 2012, Stifel retail offices nationally numbered just over 300 with just over 2,000 Retail Representatives. Today, our Private Client Group includes approximately 2,200 investment executives across more than 350 offices nationwide, managing over $283 billion in client assets. Retail participation is key to securing lower borrowing costs by:

  1. Increasing the pool of investors to enhance competition,
  2. Enabling more of a financing to be serialized, and
  3. Shoring up liquidity in the secondary market.

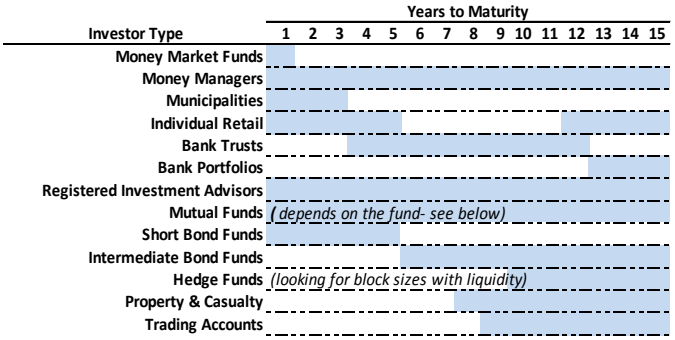
- **Professional Retail.** Professional retail covers a diverse category of professionals that invest directly on behalf of individuals. The primary examples include institutionally-run Separately Managed Accounts ("SMAs") and money managers of varied size and sophistication. Stifel does not have a separate sales group focused on professional retail. Rather, this growing category of investors is covered by both our Institutional Sales Representatives (to the extent the account is linked to a larger institution and/or is set up like an institution) and our Private Client Sales Representatives (for the less sophisticated, smaller money managers like family offices). Professional retail investors compete with intermediate term institutions, while still being willing to purchase bonds with lower coupons which produce lower yields to maturity for the issuer.

Marketing Resources and Strategies. The two tables below identify various Stifel Technical and Analytical Resources and Marketing Strategies that may be utilized in the context of a specific financing. Both feature Stifel ideas and innovations designed to enhance sales and maximize results for transactions underwritten by the Firm. As you will note in the Technical and Analytical Resources table, Stifel is committed to utilizing and continually improving technology applications to expand information and resources available to our issuer clients. With respect to marketing strategies, as a result of increased investor credit diligence and in-house credit analyses in recent years, buyers of municipal bonds are looking at more than issuers' credit ratings and credit reports as they make investment decisions. As a result, marketing strategies are a significant component of any financing transaction.

TECHNICAL AND ANALYTICAL RESOURCES	
Munibond	Stifel is at the forefront of technology and data usage. MuniBOND is a proprietary system, which is used by every member in Stifel's Municipal Division. The system aggregates and presents in a user friendly format a plethora of data, such as upcoming financings, completed financings, bond offering related documents, issuer information, internal credit reports, compliance records for FINRA and the Municipal Advisor Rule and much more. With this powerful tool, Stifel is able to stay ahead of the ever evolving regulatory environment and keep detailed records on the financings completed for our clients. It also allows us to easily communicate public information with investors. The last item of note is that MuniBOND is the main system of record for our in-house credit research. MuniBOND is able to centralize details on thousands of municipal bond financings, which helps our sales force stay up to date on a particular credit and talk to investors about the important characteristics of a particular security. This system truly gives us a competitive edge in engaging investors and keeping diligent records with our public finance issuer clients.
Quantitative Expertise	Stifel's national quantitative group is led by **Paul Luhmann, and Les Willson**. Both are Managing Directors with 25 years of experience structuring hundreds of transactions, and have significant experience in the investment of bond proceeds, including construction funds, debt service reserve funds, advance refunding escrows, and escrow restructurings. They have extensive experience in data analysis and statistical techniques, especially multivariate regression analysis optimization techniques, Monte Carlo simulations, and sensitivity testing, and specialize in reading, understanding and interpreting statistical analyses, and then using the results to optimize a debt structure. Stifel uses DBC Finance as bond structuring software but regularly constructs customized models in Excel for more complex situations.

TECHNICAL AND ANALYTICAL RESOURCES	
Credit Evaluation	**Debbie Hontz,** Director of Municipal Credit & Research, provides an independent perspective on Stifel's municipal clients based on her 25 years of experience as a credit analyst in various roles. She provides commentary for Stifel's institutional and retail distribution network to facilitate understanding of the credit nuances of complex issues.
Economic Conditions	**Lindsey Piegza**, Chief Economist, provides a national and global perspective on the state of the economy, trends, financial markets, and fiscal policy, all of which are important for issuers to consider for both short-term and long-term decision making.
Technical Analysis Software	Stifel is well-equipped with all industry-standard market software resources, including subscriptions to TM3, Bloomberg, rating agencies, and DBC Finance. We maintain a subscription to Thomson Reuter's eMAXX, which enables us to perform in-depth investor analyses and constantly monitor refunding opportunities. We also subscribe to premium Moody's Ratings tools, such as Moody's Quantitative Ratings Estimator (QRATE) and Municipal Finance Ratio Analysis (MFRA) to assist with creating and comparing credit ratings based on different assumptions.
Issuer Website	We believe the issuer's website can play an important role for retail investors who derive most of their information from investment advisors and online research. Financial statements, operating budgets, financial plans and policies, official statements and revenue projections are all key for retail investor decision making.

MARKETING STRATEGIES	
Investor Identification & Targeting	**Targeted Investors.** As a high volume, active underwriter in the market, our sales force is constantly in communication with all of the most active buyers of municipal bonds. As a result, our read on investment accounts interest in various credits, structures, couponing, etc. is always current and continually updated. These buyers check in daily with our underwriting and trading desk to look for new inventory to fill their debt demand. As a key effort to enhance distribution for specific transactions, Stifel utilizes Axeom and Bloomberg as sources for review of existing bond holders and holders of similar bonds. This provides a set of investors already somewhat familiar with the specific credit. In addition, Stifel continually monitors and analyzes recent purchases in the secondary market to gain insight on investor cash positions and interest. We also review redemption and cash flow trends. Finally, our relationships within the professional retail community assist in identifying pockets of interest across the maturity spectrum as well as specific coupon structures that may produce a favorable yield benefit for our issuer clients. This chart is developed with our Underwriting Desk, illustrates the expected investor types for various maturity ranges. Utilizing this information is another mechanism by which Stifel tailors the investor outreach for each transaction we underwrite to efficiently target potential buyers.
Investor Update Calls or One-on-One Calls	Investors are increasingly looking for access to management and examining the quality and timeliness of disclosure by issuers. Investor update calls are an efficient mechanism for meeting this investor need and affording the issuers the opportunity to put a "face" to a bond offering.
First Time Buyer Program	Stifel's First Time Buyer Program can help mitigate the risks of non-allotment and flippers by creating an informal priority of orders that incentivizes going away orders from first time buy and hold investors.
Internet Roadshow with Playback	This platform has the ability to reach the greatest number of interested buyers at their convenience, and to effectively provide additional information and color on an issuer's credit. This also assists with timely credit approvals. Stifel can produce the presentation and coordinate its release concurrently with posting of the POS.



MARKETING STRATEGIES	
Early Release of POS	Because of the lengthy internal credit review process typical of the large institutional investors, earlier release of the preliminary official statement, along with rating reports, enhances the possibility of a favorable and timely response from these investors. We recommend the offering document be available for seven to ten days prior to the sale date. Ideally a full week is available to premarket the bonds and initiate communication with the internal credit analysts at the institutional accounts.
Media and Information Services	During the week prior to pricing, we may recommend conducting interviews about the upcoming sale with the Bond Buyer and Municipal Market Advisors. These channels provide free publicity to promote the offering directly to the marketplace. Lastly, we suggest utilizing the market calendars at Thomson Financial (TM3, Bond Buyer), Bloomberg, and Reuters to ensure the transaction is on the radar of the entire marketplace.
Retail Order Period	Priority to Arizona retail orders provides incentive for local investors (particularly the professional money managers) to take an active interest in the issuer's obligations. Bifurcating maturities to generate "retail friendly" coupons may also maximize retail participation which can achieve a lower cost of capital. Additionally, Stifel has the organic ability to reach our retail clientele through phone calls, emails and mailers. As appropriate, the retail period can be structured either as a designated order day or as retail priority designation.
Firm-Wide Informational Call / Internal Sales Communication	These strategies are designed to disseminate information and maximize interest with our sales staffs. Materials describe the details of the financing and current information related to the issuer to all of our retail and institutional sales professionals. After the preliminary official statement is posted, Stifel's credit group prepares and distributes an internal memorandum for use by the Private Client Group in marketing bonds to their retail accounts. The memorandum highlights salient points and summarizes the credit for these buyers, many of which have participated in Arizona issuer financings for decades.
Local Advertising	Instances where the name of the issuer will clearly carry weight in the metropolitan areas, as well as statewide, we believe a local advertising effort is in order and will yield benefits for the pricing of the obligations. This local effort could include a print newspaper ad, announcement of the transaction on the issuer's website, and an email blast to local registered investment advisors. Stifel is prepared to coordinate and execute this effort.

STIFEL ADVANTAGE SERVICES
CASE STUDIES: Client Specific Specialized Analyses

One component of Stifel's Advantage Services is the access to qualified professionals to assist with client specific specialized analyses. These are typically unique issues in the realm of Arizona Property Taxation, pending legislation and School Facilities Board programs. For Stifel bonding clients, addressing these issues is included in our service (although more intensive studies may be subject to hourly fees). Several recent examples of Stifel's assistance are described below.

Tucson Unified: 1% Homeowner Constitutional Cap and Additional State Aid	Phoenix Elementary: Government Property Lease Excise Tax (GPLET)
As part of the state budget for fiscal year 2015-16, Legislators enacted a limitation on the funding amount associated with school district "more additional state aid" for each county. This limitation, $1 million per county, has significant implications in both Pima and Pinal Counties. The difficulty though, is determining, based on the enacted provision, whether and how the school districts would be impacted. At the direct request of TUSD, Stifel prepared several analyses to assist the District in understanding how TUSD compares to the rest of the state, the potential implications for the District and the subtle differences between the enacted budget provision and various proposed revisions being floated at the time. This process included working with the District CFO and speaking with other members of the District administration, including the Superintendent and in-house Counsel, to assist with preparation for legislative testimony.	There have been several statutory changes in recent years related to the GPLET – the primary economic development mechanism available to cities and towns in Arizona. One of these changes significantly impacted the calculation of state aid for school districts with substantial government property improvement leases. This issue rose to the attention of Phoenix Elementary School District because of unexpected property tax rate increases. Stifel assisted the District to better understand the property tax shift being borne by the taxpayers of the District and in working with the City of Phoenix. In addition, our Firm has been instrumental in recognizing data collection deficiencies and working with the City of Phoenix and Maricopa County to improve GPLET data reporting, which partially mitigated the property tax shift in the impacted school districts.
Florence USD / Coolidge USD: Consolidation	**Gila Bend Unified: Salt River Project (SRP) Power Plant Purchase**
In 2015 the Governing Boards of both the Florence and Coolidge Unified School Districts called for an election to consolidate the San Tan area of Coolidge with Florence. To facilitate the election, Stifel was tasked with preparing the complex property tax rate analyses required to be included in the voter information pamphlet. Stifel engaged with staff and the Governing Boards of both districts, lawyers for both districts, the Arizona Department of Revenue, the County Assessor as well as Salt River Project to work through the tangle of detailed assessed value data. In addition, once the election was successful, Stifel was again called upon to assist with property value, tax rate and debt service calculations to implement the consolidation.	As a result of a portion of the electric generation facility in the District being purchased by SRP, the District stands to lose a significant share of assessed value. While the impact on the property tax rate is relatively insignificant, the impact on bonding capacity is of great concern. As additional complexity to the situation, the valuations associated with electric generation units have recently been appealed and revised downward and the effective date of the SRP purchases is staggered. Stifel has had extensive communication with the Arizona Department of Revenue as well as SRP in order to assist the District with planning for a potential bond election, in light of the pending electric utility ownership change.
Alhambra Elementary: Grand Canyon University Conversion to Non-Profit Status	**Queen Creek Unified: School Facilities Board New Construction**
In the wake of a much anticipated successful bond election in 2017, Alhambra Elementary School District was faced with learning that one of the largest taxpayers in the District was well on its way to gaining non-profit status and being eligible for the property tax exemption for property used for educational purposes. Stifel has worked with the District, the County Assessor as well as Grand Canyon University to attempt to quantify the property tax shift on to the remaining taxpayers in the District. In addition, the Stifel Team has prepared alternative bond structure scenarios for the District in an attempt to find the perfect balance between minimizing taxpayer impact, affording the District the ability to execute its bond plan and being cognizant of the estimated property tax information presented to voters less than 12 months ago.	Currently, Queen Creek Unified School District is one of the fastest growing communities in the country. This fact, along with the current Arizona law that does not qualify school districts for new construction funding from the School Facilities Board until the district is overcrowded and the Arizona lag time for getting new properties on the property tax roll, leaves the District with a significant challenge in the face of meeting demand for additional schools. Because of Stifel's expertise in the area of Arizona school capital finance, our team has duplicated the state new construction funding model. This model has been an instrumental tool for the District with planning new locally funded facilities and simultaneously maximizing the available state funding.

Tab 4: References:

1. *A minimum of five (5) firm references in providing services for bond issues with other school districts within the State of Arizona.*
2. *A minimum of five (5) references for each banker to be assigned to the District that may include school districts and financial institutions.*

SCHOOL DISTRICT REFERENCES	
Alhambra Elementary School District Mr. Jeff Stratman, Asst. Superintendent Mr. Scott Heusman, Director of Business Operations 4510 N. 37th Avenue Phoenix, AZ 85019 (602) 336-2970 office (Erika Coombs, Mark Reader)	**Amphitheater Unified School District No. 10** Mr. Scott Little, Chief Financial Officer 701 W. Wetmore Tucson, AZ 85705 (520) 696-5130 (Bryan Lundberg, Sandra Day)
Balsz Elementary School District No. 31 Mr. Tim Leedy, Director of Business Services 4825 E. Roosevelt Street Phoenix, AZ 85008 (602) 629-6460 (Bob Casillas, Erika Coombs)	**Buckeye Elementary School District No. 33** Dr. Kristi Sandvik, Superintendent Mr. Nate Bowler, Assistant Superintendent 25555 W. Durango St. Buckeye, AZ 85326 (623) 925-3407 (Mike LaVallee, Sandra Day)
Buckeye Union High School District No. 201 Mr. Jeff Simmons, Associate Superintendent Mr. Eric Godfrey, Superintendent 1000 E. Narramore Buckeye, AZ 85326 (623) 386-9701 (Mike LaVallee, Sandra Day)	**Cartwright Elementary School District No. 83** Mr. Zeek Ojeh, Assistant Superintendent Mr. Kevin Price, Director of Business Services 5220 W Indian School Road Phoenix, AZ 85031 (623) 691-4009 (Mark Reader, Erika Coombs)
Catalina Foothills Unified School District No. 16 Dr. Mary Kamerzell, Superintendent Ms. Sandra Thompson, Controller Ms. Angelie Hawley, Director of Finance 2101 E. River Road Tucson, AZ 85718 (520) 209-7500 (Mike Lavallee)	**Chandler Unified School District No. 80** Mr. Joel Wirth, Chief Financial Officer Ms. Lana Berry, Chief Financial Officer Ms. Bim Frost, Administrative Assistant of Business 1525 W. Frye Road Chandler, AZ 85224 (480) 812-7017 (Grant Hamill, Randie Stein)
Crane Elementary School District No. 13 Mr. Dale Ponder, Chief of Finance & Operations 4250 W. 16th Street Yuma, AZ 85364 (928) 373-3405 (Bob Casillas, Randie Stein, Sandra Day)	**Dysart Unified School District No. 89** Mr. Ken Hicks, Executive Director 15802 North Parkview Place Surprise, AZ 85374 (623) 876-7008 (Bryan Lundberg, Sandra Day, Randie Stein)
Florence Unified School District No. 1 Ms. Beverly Myers, Business Manager P.O. Box 2850 1000 S. Main Street Florence, AZ 85232 (520) 866-3506 (Mike LaVallee, Randie Stein, Sandra Day)	**Flowing Wells Unified School District No. 8** Dr. David Baker, Superintendent Ms. Stacy Trueblood, Chief Financial Officer 1556 W. Prince Road Tucson, AZ 85705 (520) 696-8801 (Bob Casillas, Randie Stein, Sandra Day)

SCHOOL DISTRICT REFERENCES	
Gadsden Elementary School District No. 32 Mr. Bob Bernhard, Chief Financial Officer P.O. Box 6870 San Luis, AZ 85349 (928) 627-6544 (Bob Casillas, Erika Coombs)	**Glendale Union High School District No. 205** Mr. Louis Wiegand, Chief Financial Officer 7650 N. 43rd Ave. Glendale, AZ 85301 (623) 435-6692 (Mark Reader, Erika Coombs)
Kyrene Elementary School District No. 28 Mr. Chris Herrmann, Chief Financial Officer Dr. Jan Vesely, Superintendent 8700 S. Kyrene Road Tempe, AZ 85284 (480) 541-1115 (Mike LaVallee, Randie Stein)	**Lake Havasu Unified School District No. 1** Mr. Michael Murray, Director of Business Services 2200 Havasupai Boulevard Lake Havasu City, AZ 86403-3798 (928) 505-6936 (Mike LaVallee, Sandra Day)
Littleton Elementary School District No. 65 Ms. Phyllis Kinder, Chief Operations Officer Dr. Roger Freeman, Superintendent P.O. Box 280 Cashion, AZ 85329 (623) 478-5611 (Mark Reader, Erika Coombs)	**Marana Unified School District No. 6** Mr. Dan Contorno, Chief Financial Officer 11279 W. Grier Road Marana, AZ 85653 (520) 682-4756 (Bryan Lundberg, Randie Stein)
Maricopa Unified School District No. 20 Mr. Aron Rausch, Director of Business Services 44150 West Maricopa/Casa Grande Highway Maricopa, AZ 85138 (520) 568-5100, 1014 (Mike LaVallee, Sandra Day)	**Mesa Unified School District No. 4** Mr. Scott Thompson, Assistant Superintendent Mr. Daniel O'Brien, Chief Financial Officer 63 E. Main St., Suite 101 Mesa, AZ 85201 (480) 472-0413 (Grant Hamill, Randie Stein, Sandra Day)
Osborn Elementary School District No. 8 Ms. Colleen Toscano, Finance Director 1226 W. Osborn Road Phoenix, AZ 85013 (602) 707-2022 (Mike LaVallee, Bob Casillas, Sandra Day)	**Paradise Valley Unified School District No. 69** Ms. Laura Felten, Assistant Superintendent 15002 N. 32nd Street Phoenix, AZ 85032 (602) 449-2030 (Bryan Lundberg, Erika Coombs, Randie Stein)
Peoria Unified School District No. 11 Ms. Michelle Myers, Administrator for Budget and Finance 6330 W. Thunderbird Road Glendale, AZ 85306 (623) 486-6033 (Bryan Lundberg, Erika Coombs, Randie Stein)	**Phoenix Elementary School District No. 1** Mr. Larry Weeks, Superintendent Dr. Rosanna Hidalgo, Assistant Superintendent 1817 N. 7th Street Phoenix, AZ 85006 (602) 523-8974 (Bob Casillas, Erika Coombs, Randie Stein)
Phoenix Union High School District No. 210 Ms. Sherry Celaya, Chief Financial Officer 4502 N. Central Avenue Phoenix, AZ 85012 (602) 764-1411 (Grant Hamill, Randie Stein, Sandra Day)	**Prescott Unified School District No. 1** Mr. Joe Howard, Superintendent Mr. Brian Moore, Chief Financial Officer 146 S. Granite Street Prescott, AZ 86303 (928) 445-5400 (Mike LaVallee, Randie Stein)

SCHOOL DISTRICT REFERENCES

Queen Creek Unified School District No. 95
Dr. Perry Berry, Superintendent
Ms. Crystal Zachary, Chief Financial Officer
20217 East Chandler Heights Road
Queen Creek, AZ 85142
(480) 987-5936
(Mike LaVallee, Randie Stein, Sandra Day)

Round Valley Unified School District No. 10
Mr. Travis Udall, Superintendent
P.O. Box 610
Springerville, AZ 85938
(928) 333-6592
(Bryan Lundberg, Randie Stein)

Sahuarita Unified School District No. 30
Ms. Charlotte Gates, Director of Business Services
Ms. Lizette Huie, Business Services Coordinator
350 W. Sahuarita Road
Sahuarita, AZ 85629
(520) 625-3502, ext. 1078
(Bryan Lundberg, Randie Stein, Sandra Day)

Sedona Oak Creek Unified School District No. 9
Mr. David Lykins, Superintendent
221 Brewer Road Suite 100
Sedona, AZ 86336
(928) 204-6801
(Bob Casillas, Sandra Day)

Sierra Vista Unified School District No. 68
Ms. Kriss Hagerl, Superintendent
Mr. Michael Conley, Director of Finance
3555 E. Fry Boulevard
Sierra Vista, AZ 85365
(520) 515-2728
(Mike LaVallee, Sandra Day)

Sunnyside Unified School District No. 12
Mr. Hector Encinas, Chief Financial Officer
2238 E. Ginter Road
Tucson, AZ 85706
(520) 545-2154
(Erika Coombs, Bob Casillas)

Tolleson Elementary School District No. 17
Dr. Lupita Hightower, Superintendent
Mr. James Serbin, Executive Director of Business Services
9261 W. Van Buren
Tolleson, AZ 85353
(623) 533-3904
(Bryan Lundberg, Randie Stein)

Tolleson Union High School District No. 214
Mr. Jeremy Calles, Chief Financial Officer
Ms. Chavez, Director of Purchasing
9801 W Van Buren
Tolleson, AZ 85353
(623) 478-4066
(Bryan Lundberg, Randie Stein)

Tuba City Unified School District No. 15
Ms. Leah Begay, Business Manager
P.O. Box 67
Tuba City, AZ 86045
(928) 283-1006
(Bob Casillas, Erika Coombs)

Yuma Elementary School District No. 1
Mr. Denis Ponder, Chief Financial Officer
450 W. 6th St.
Yuma, AZ 85364
(928) 502-4302
(Bob Casillas, Randie Stein, Sandra Day)

CITY AND TOWN REFERENCES

City of Avondale
Mr. Kevin Artz, Assistant City Manager
11465 W. Civic Center Dr. Ste 250
Avondale, AZ 85323
(623) 333-2011
(Mark Reader, Bryan Lundberg)

City of Cottonwood
Mr. Rudy Rodriguez, Administrative Services General Manager
827 N. Main Street
Cottonwood, AZ 86326
(928) 340-2710
(Grant Hamill)

CITY AND TOWN REFERENCES	
City of Flagstaff Mr. Rick Tadder, Management Services Director Ms. Brandi Suda, Finance Director 211 W Aspen Avenue Flagstaff, AZ 86001 (928) 213-2217 (Mark Reader, Erika Coombs, Randie Stein)	**City of Kingman** Ms. Tina Moline, Financial Services Director 310 N. 4th Street Kingman, AZ 86401 (928) 753-8120 (Mike LaVallee, Sandra Day)
City of Somerton Mr. Ian McGaugney, City Manager Mr. Ralph Villa, Finance Director P.O. Box 638 Somerton, AZ 85350 (928) 722-7300 (Mark Reader)	**City of Tolleson** Mr. Reyes Medrano, City Manager Ms. Vicky Juvet, Chief Financial Officer 9555 W. Van Buren Tolleson, AZ 85353 (623) 936-2778 (Bob Casillas, Randie Stein, Sandra Day)
City of Tucson Ms. Karen Tenace, Deputy Finance Director Ms. Silvia Amparano, Special Projects Coordinator Ms. Silvia Navarro, Treasury Administrator Mr. Art Cuaron, Finance Specialist 255 West Alameda, 5th Floor Tucson, AZ 85726--7210 (520) 837-4392 (Grant Hamill, Randie Stein, Sandra Day)	**City of Yuma** Mr. Pat Wicks, Finance Director One City Plaza Yuma, Arizona 85364-1436 (928) 373-5067 (Mark Reader, Bob Casillas)
Town of Florence Mr. Joe Jarvis, Finance Director 775 N. Main Street Box 2670 Florence, AZ 85232 (520) 868-7505 (Mark Reader, Erika Coombs)	**Town of Oro Valley** Ms. Stacey Lemos, Finance Director 11000 N. La Canada Drive Oro Valley, AZ 85737-7015 (520) 229-4732 (Mark Reader)
Town of Prescott Valley Mr. Larry Tarkowski, Manager Mr. William Kauppi, Management Services Director 7501 E. Civic Circle Prescott Valley, AZ 86314 (928) 759-3127 (Bob Casillas, Sandra Day)	**Town of Sahuarita** A.C. Marriotti, Finance Director 850-B W. Sahuarita Road, Box 879 Sahuarita, AZ 85629 (520) 822-8838 (Mark Reader, Erika Coombs)

COUNTY REFERENCES	
Coconino County Mr. Mike Townsend, Deputy County Manager 219 E. Cherry Ave. Flagstaff, AZ 86004-9289 (928) 679-7150 (Mark Reader, Bob Casillas)	**Gila County** Mr. James Menlove, County Manager 1400 E. Ash Street Globe, AZ 85501 928-402-4257 (Mark Reader)

COUNTY REFERENCES	
La Paz County Mr. Ron Drake, County Manager 1008 S. Hopi Ave. Parker, AZ 85344 (928) 669-6119 (Mark Reader, Randie Stein)	**Navajo County** Ms. Paige Peterson, Finance & Accounting Manager 100 E. Code Talkers Drive PO Box 668 Holbrook, AZ 86025 (928) 524-4066 (Mark Reader, Erika Coombs)
Pinal County Mr. Greg Stanley, County Manager Pinal County Administrative Building Historic 1891 Courthouse 135 N. Pinal Street Florence, AZ 85132 (520) 866-6248 (Mark Reader, Grant Hamill)	**Yavapai County** Mr. Phil Bourdon, County Administrator 1015 Fair Street, Room 310 Prescott, Arizona 86305 (928) 771-3201 (Grant Hamill, Randie Stein)
Yuma County Mr. Gilberto Villegas, Chief Financial Officer 198 S. Main Street Yuma, AZ 85364 (928) 373-1012 (Mark Reader)	

SPECIAL DISTRICT REFERENCES	
Buckeye Valley Fire District Mr. Mike Duran, Fire Chief Mr. Ray Temple, Finance Director 25206 W. Hwy. 85 P.O. Box 75 Buckeye, AZ 85326 (623) 386-5906 (Mike LaVallee, Sandra Day)	**Bullhead City Fire District** Mr. Scott Neal, Interim Fire Chief 1260 Hancock Road Bullhead City, AZ 86442 (928) 785-3925 (Mike LaVallee, Sandra Day)
Central Yavapai Fire District Mr. Scott Freitag, Fire Chief Mr. Dave Tharp, Chief of Administration 8555 E. Yavapai Road Prescott Valley, AZ 86314 (928) 772-7711 (Mark Reader, Mike LaVallee)	**Daisy Mountain Fire District** Mr. Mark Nichols, Fire Chief Mr. Danny Johnson, Deputy Chief 515 E. Carefree Hwy., PMB #385 Phoenix, AZ 85085-8839 (623) 465-4700 (Mike LaVallee, Sandra Day)
Golder Ranch Fire District Mr. Dave Christian, Finance Manager 3885 E. Golder Ranch Drive Tucson, AZ 85739 (520) 825-9001 (Mark Reader)	**Green Valley Fire District** Mr. Chuck Wunder, Fire Chief 1285 W. Camino Encanto Green Valley, AZ 85614 (520) 625-9400 (Mike LaVallee, Sandra Day)

SPECIAL DISTRICT REFERENCES	
Northwest Fire District Mr. David Gephart, Finance Director 5225 W. Massingale Road Tucson, AZ 85743 (520) 887-1010 (Mark Reader, Erika Coombs) **Tubac Fire District** Mr. Kevin Keeley, Fire Chief 2227 E. Frontage Road P.O. Box 2881 Tubac, Arizona 85646-2881 (520) 398-2255 (Mike LaVallee, Sandra Day)	**Sun City Fire District** Mr. Ron Deadman, Fire Chief 18602 N. 99th Ave. Sun City, AZ 85373 (623) 974-2321 (Bryan Lundberg)

STATE AND HIGHER EDUCATION REFERENCES	
Arizona School Facilities Board Mr. Paul Bakalis, Executive Director Ms. Amber Peterson, Deputy Director Ms. Kerry Campbell, Deputy Director 1700 W. Washington, Ste. 104 Phoenix, AZ 85007 (602) 542-4457 (Grant Hamill, Randie Stein, Sandra Day) **Metropolitan Domestic Water Improvement District** Ms. Diane Bracken, CFO 6265 N. La Canada Drive P.O. Box 36870 Tucson, AZ 85740 (Mark Reader) **University of Arizona** Mr. Duc Ma, Assistant Vice President, Financial Services 1303 E. University Blvd., Box 4 Tucson, AZ 85719 (520) 626-1188 (Grant Hamill, Mark Reader, Randie Stein)	**Maricopa Integrated Health System** Mr. Steve Purves, President & CEO Mr. Rich Mutarelli, Chief Financial Officer 2601 E. Roosevelt Street Phoenix, AZ 85008 602-344-5566 (Grant Hamill, Randie Stein) **Pima Community College** Dr. David Bea, Executive Vice Chancellor Finance & Administration 4905C E. Broadway Blvd. Tucson, AZ 85709 (520) 206-4519 (Erika Coombs, Mark Reader, Randie Stein)

See Tab 5 In Sealed Envelope

Original

ABOUT YOUR FIRM

I. Name of Firm: Stifel, Nicolaus & Company, Incorporated

Address: 2325 E. Camelback Road, Suite 750, Phoenix, AZ 85016

Phone and Fax: (602) 794-4000 , (602) 794-4046

Web address: http://www.stifel.com/institutional/public-finance

II. Staff:
Personnel on staff and number of years of experience in the field who would be assigned to the account.

Name	# of Years Experience
Bob Casillas	34
Grant Hamill	30
Mike LaVallee	22
Bryan Lundberg	22
Mark Reader	25
Erika Coombs	15
Randie Stein	14
Sandra Day	16

III. List of Arizona School District and/or other Arizona Political Subdivisions for whom you have performed services in the last four years.

Please see Appendix A for Stifel Arizona experience from January 1, 2014 to present.

IV. You may attach any supplementary data that will enable the District to become better aware of your background and experience.

V. It must be understood by the offeror that payment for services rendered to the Districts will be paid from bond funds upon the sale of bonds or debt obligations. Should the Governing Board not call for the bond election, or the bond election fail to pass, any services rendered will be on a no charge basis, except for any fees (hourly or otherwise) associated with additional services outlined in the cost proposal.

VI. The proposal response is to be submitted as Dollars per $1,000.00 (one thousand dollars) of principal amounts of bond. For small bonds, a rate with a minimum is suggested. List below, the dollar cost for all services that you will provide relating to authorization and the issuance of bonds where there is a charge.

Our fees reflect the markedly greater level of expertise and services we offer and the greater value we add to our clients not available with competitors.

It is likely that some firms submit extremely low bids to this RFP, reflective of their service capabilities. A concern with an extremely low bid is that service and attention might be compromised with the result being that "savings" from selecting the lowest fee for a particular service results in a false economy.

We respectfully request the District to consider all the factors presented in this response including:

- The overall quality and range of services to be provided to the District (including those services of Randie Stein).
- The expertise of our underwriting desk to secure the lowest interest rates possible for the District.
- The experience, diversity and proven capability we have in the Arizona sector.
- The dedication and professionalism we provide every one of our clients.

Our cost proposal covers the three major types of debt obligations that the District, SAVE, and YEPA members might issue. The prices below for underwriting assume a 10-year amortization. Prices on the next page are shown on a fee per bond basis, assuming bond increments of $1,000. The underwriting and financial advisor fee for any issuance will not be lower than fees stated for smaller financing sizes. See notes for additional information and potential adjustments.

VII. COST FORM

	Less than 2 Million	2 to 9.999 Million	10 to 24.999 Million	25 to 49.999 Million	50 to 74.999 Million	75 to 99.999 Million	100 Plus Million
New General Obligation Bonds							
Fee for Underwriting when there is no Financial Advisor	up to $35,000	$6.40 (minimum $35,000)	$5.60	$5.25	$4.75	$4.50	$4.00
Fee for Financial Advisor	up to $35,000	$35,000	$2.50 (minimum $40,000)	$1.75 (minimum $62,500)	$1.30 (minimum $87,500)	$1.25 (minimum $97,500)	$0.75 (minimum $100,000)
Fee for Underwriting when there is a Financial Advisor	up to $30,000	$5.90 (minimum $30,000)	$5.15	$4.75	$4.25	$4.10	$3.65
New Revenue Bonds							
Fee for Underwriting when there is no Financial Advisor	up to $45,000	$9.00 (minimum $45,000)	$7.90	$6.80	$5.75	$5.25	$4.75
Fee for Financial Advisor	up to $40,000	$40,000	$3.00 (minimum $45,000)	$2.50 (minimum $75,000)	$1.80 (minimum $125,000)	$1.55 (minimum $135,000)	$0.85 (minimum $135,000)
Fee for Underwriting when there is a Financial Advisor	up to $35,000	$7.00 (minimum $35,000)	$5.90	$5.30	$4.75	$4.25	$4.00
New Certificates of Participation (Lease Purchase)							
Fee for Underwriting when there is no Financial Advisor	up to $40,000	$9.50 (minimum $40,000)	$8.40	$7.30	$6.00	$5.50	$5.00
Fee for Financial Advisor	up to $40,000	$40,000	$3.00 (minimum $45,000)	$2.50 (minimum $75,000)	$1.80 (minimum $125,000)	$1.55 (minimum $135,000)	$0.85 (minimum $135,000)
Fee for Underwriting when there is a Financial Advisor	up to $37,500	$7.50 (minimum $37,500	$6.40	$5.80	$5.25	$4.75	$4.50

	Less than 2 Million	2 to 9.999 Million	10 to 24.999 Million	25 to 49.999 Million	50 to 74.999 Million	75 to 99.999 Million	100 Plus Million
Refinancing General Obligation Bonds							
Fee for Underwriting when there is no Financial Advisor	up to $40,000	$7.40 (minimum $40,000)	$6.60	$6.25	$5.50	$5.15	$4.50
Fee for Financial Advisor	up to $40,000	$40,000	$2.60 (minimum $45,000)	$1.85 (minimum $65,000)	$1.40 (minimum $92,500)	$1.35 (minimum $105,000)	$0.85 (minimum $110,000)
Fee for Underwriting when there is a Financial Advisor	up to $35,000	$6.90 (minimum $35,000)	$6.15	$5.75	$5.00	$4.75	$4.15
Refinancing Revenue Bonds							
Fee for Underwriting when there is no Financial Advisor	up to $50,000	$10.50 (minimum $50,000)	$8.90	$7.80	$6.50	$5.90	$5.25
Fee for Financial Advisor	up to $45,000	$45,000	$3.10 (minimum $50,000)	$2.60 (minimum $77,500)	$1.90 (minimum $130,000)	$1.65 (minimum $142,000)	$0.95 (minimum $145,000)
Fee for Underwriting when there is a Financial Advisor	up to $40,000	$8.00 (minimum $40,000)	$6.90	$6.30	$5.50	$4.90	$4.50
Refinancing Certificates of Participation (Lease Purchase)							
Fee for Underwriting when there is no Financial Advisor	up to $45,000	$10.50 (minimum $45,000)	$9.40	$8.30	$6.75	$6.15	$5.50
Fee for Financial Advisor	up to $45,000	$45,000	$3.10 (minimum $50,000)	$2.60 (minimum $77,500)	$1.90 (minimum $130,000)	$1.65 (minimum $142,500)	$0.95 (minimum $145,000)
Fee for Underwriting when there is a Financial Advisor	up to $42,500	$8.50 (minimum $42,500)	$7.40	$6.80	$6.00	$5.40	$5.00

Services and Fees	
Override Election Services Per Hour	Included in the above fees for no extra charge, contingent upon a debt financing being completed during the term of the contract.
Other Charges for Services you may provide	Debt Defeasance - $7,500 minimum plus $1,000 for each additional debt issue.
	Privately placed bonds or obligations including lease purchases, federal tax credit financings and direct purchases with the County Treasurer, - Financial Advisor fee: up to 2% of total loan. Placement Agent fee: up to 2% of total loan.
	Escrow Restructuring - Lesser of 0.25% of escrow value and 10% of net cost savings ($25,000 minimum).
	Tax Anticipation Notes – Financial Advisor: $1.00 per $1,000, $10,000 min; Underwriter: $2.00 per $1,000, $10,000 min; including direct purchases with the County Treasurer.
Value Added Services and Number of Hours Included	In addition to assistance with M&O and capital outlay override elections, we also provide the Stifel Advantage Services detailed in the Scope of Work. This includes client specific analyses, which are not limited to a specific number of hours and are available for members anticipated to complete a debt financing during the term of the contract.
Fee for Additional Hours of Value Added Services	$100 to $250 per hour for debt financing clients of the Firm for items such as intensive school finance and/or tax related studies or banking support services (outside those described above). Consulting services for non-debt financing clients are subject to negotiation.
List all items that you would expect to be reimbursed for during the course of the resulting contract	• Assembly and publishing of Official Statement or placement memorandum (typically not exceeding $25,000) • Costs of issuance that we pay at the request of the issuer, such as rating agency (subject to Firm Compliance review and approval) • DTC/CUSIPs/Other Industry Fees • Travel expenses (subject to Firm compliance review and approval) (i.e., rating trips) • Fed Ex/UPS Charges • Telephone conference calls • Auditor's Consent (if requested) • Assembly of term sheet or other disclosure documentation (when applicable)

Notes:

Adjustments to fees listed above for underwriting, placement agent or financial advisor (as applicable):

- The underwriting and financial advisor fee for any issuance will not be lower than fees stated for smaller financing sizes.
- Fee rates stated herein will be applied to each $1,000 of financing proceeds, excluding premium used for any costs.
- Impact Aid Revenue Bonds less than $25 million -- add up to $3.00 per $1,000 and $6,000 to the minimum.
- Amortizations of longer than 10 years – add up to $0.30 per $1,000 for each year above 10 years.
- Financings with a lowest underlying rating less than AAA– add up to:
  - $1.75 per $1,000 and $5,000 to the minimum for lowest underlying credit rating at AA or Aa2
  - $2.50 per $1,000 and $5,000 to the minimum for lowest underlying credit rating at AA- or Aa3
  - $5.00 per $1,000 and $10,000 to the minimum for lowest underlying credit rating at A category
  - $10.00 per $1,000 and $15,000 to the minimum for lowest underlying credit rating at BBB or Baa category
  - $20.00 per $1,000 and $20,000 to the minimum without any underlying credit rating
- Supplemental interest certificates, capital appreciation securities, convertible capital appreciation securities, stepped coupon securities or securities with taxable interest – add up to $2.50 per $1,000.
- Securities sold more than 6 weeks prior to delivery (forward delivery securities) – add up to $2.50 per $1,000 to reflect market rates at the time of the sale, as negotiated with and approved by the issuer.
- For large volume underwriting clients, in excess of $80 million every two years, the Firm may be able to negotiate somewhat reduced underwriting fees, depending on market conditions at the time.
- Underwriting or placement agent fees do not include the cost of underwriter's or placement agent's counsel.

For assistance with complex financings in any role or unique requests outside traditional value added services, the Firm would negotiate a fair amount of additional compensation with the issuer. Complex financings include, but not limited to: (1) title or real estate issues, (2) utility company acquisitions, (3) tax increment or land based security (special districts), (4) public/private partnerships (for-profit, non-profit, governmental purpose facilities), (5) financings involving federal and/or state agencies, or (6) other circumstances requiring a significantly higher degree of effort, complexity or risk.

PLEASE BE COMPLETE

AUTHORIZED SIGNATURE: _____

PRINTED NAME: Michael S. LaVallee

TITLE: Managing Director

DATE: May 1, 2018

EMAIL: mlavallee@stifel.com

My signature binds my firm to the terms and conditions within this proposal at the fees set forth. All fees shall remain firm for the first year and for each of the four possible extensions of this contract.

* The cost portion of this proposal must be submitted in a sealed envelope separate from but together with the proposal, clearly marked "Cost Proposal". Include one original and three copies of the cost proposal as well.

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CRANE SCHOOLS leaders in learning AZPurchasing.org	**ATTACHMENT A: DRUG FREE WORKPLACE** RFP: **C-005-1718** PROJECT: **INVESTMENT BANKING SERVICES**	Crane School District #13 Purchasing Office 4250 W. 16th St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465

*****DRUG-FREE WORKPLACE CERTIFICATION**

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace. The special condition is as follows:

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Stifel, Nicolaus & Company, Incorporated
COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached proposal at time of bid opening to be considered.

	ATTACHMENT B: REFERENCES	
CRANE SCHOOLS leaders in learning AZPurchasing.org	RFP: **C-005-1718** PROJECT: **INVESTMENT BANKING SERVICES**	Crane School District #13 Purchasing Office 4250 W. 16th St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465

Part I – Current Clients

INSTRUCTIONS: Enter the requested information for clients for whom you currently have a contract with that are similar to CESD. References are preferred from School District Clients in the Yuma area and surrounding communities; Phoenix area and surrounding communities; and Southern and Northern Arizona. The District may be requesting information from these references.

Name of District: Chandler Unified School District No. 80

Type of Services Provided: Comprehensive Investment Banking and School Finance Consulting Services

Contact Name: Ms. Lana Berry Phone: (480) 812-7017

Email: berry.lana@cusd80.com

Length of Client Relationship: Over 30 years.

Name of District: Amphitheater Unified School District No. 10

Type of Services Provided: Comprehensive Investment Banking and School Finance Consulting Services

Contact Name: Mr. Scott Little Phone: (520) 696-5130

Email: slittle@amphi.com

Length of Client Relationship: Over 16 years.

Name of District: Buckeye Elementary School District No. 33

Type of Services Provided: Comprehensive Investment Banking and School Finance Consulting Services

Contact Name: Mr. Nate Bowler Phone: (623) 925-3407

Email: nbowler@besd.org

Length of Client Relationship: Over 20 years.

Name of District: Phoenix Elementary School District No. 1

Type of Services Provided: Comprehensive Investment Banking and School Finance Consulting Services

Contact Name: Dr. Rosanna Hidalgo Phone: (602) 523-8974

Email: rosanna.hidalgo@phxschools.org

Length of Client Relationship: Over 16 years.

Name of District: Queen Creek Unified School District No. 95

Type of Services Provided: Comprehensive Investment Banking and School Finance Consulting Services

Contact Name: Ms. Crystal Zachary Phone: (480) 987-5936

Email: czachary@qcusd.org

Length of Client Relationship: Over 20 years.

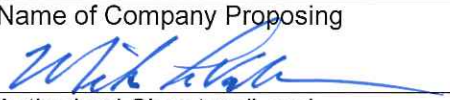
CRANE SCHOOLS *Leaders in Learning* AZPurchasing.org	**ATTACHMENT E: RFP ACKNOWLEDGEMENT** RFP: **C-005-1718** PROJECT: **INVESTMENT BANKING SERVICES**	Crane School District #13 Purchasing Office 4250 W. 16th St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465

I/We, the undersigned, propose to provide the services necessary for the scope of work and specifications.

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposal. I/We agree to comply with the Districts rules, regulations and policies.

Would you be willing to allow other members of the "YEPA" and/or "SAVE" cooperative to utilize this RFP and purchase from the contract if awarded through this RFP*? ☒ Yes ☐ No

*Your response to this question will not be used as part of the evaluation criteria. It is our intent, as a member of the "YEPA" and "SAVE", to issue this Proposal on behalf of these cooperatives to allow the other districts the opportunity to save time, effort and paperwork by combining our purchasing power, whenever possible.

Stifel, Nicolaus & Company, Incorporated Name of Company Proposing	May 1, 2018 Date Signed
 Authorized Signature/Local Representative	(602) 794-4008/(602) 794-4046 Telephone/Fax Number
Michael LaVallee, Managing Director Type Name and Position Held with Company	mlavallee@stifel.com Email
2325 E. Camelback Road, Suite 750 Mailing Address	Phoenix / AZ / 85016 City / State / Zip

CRANE SCHOOLS leaders in learning AZPurchasing.org	**ATTACHMENT G: OFFER AND ACCEPTANCE** RFP: **C-005-1718** PROJECT: **INVESTMENT BANKING SERVICES**	Crane School District #13 Purchasing Office 4250 W. 16th St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

Arizona Sales License No. NA

Company is: (Please check all that apply)

- ☒ Corporation
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Sole Proprietorship
- ☐ Other (Please explain)

Stifel, Nicolaus & Company, Incorporated
Company Name

2325 E. Camelback Road, Suite 750
Address

Phoenix, AZ 85016
City, State, Zip Code

Arizona Offerors Only Sales Tax % to be applied: NA

For clarification of this offer

Michael LaVallee
Printed Name

(602) 794-4008
Phone

Managing Director
Title

Authorized Signature

CERTIFICATION

By signature in the Offer section above, the offeror certifies:

The submission of the Proposal did not involve collusion or other anti-competitive practices.
The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the Proposal with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

DISTRICT'S ACCEPTANCE OF OFFER (For District Purposes Only):
The Proposal is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Proposal as accepted by the School District/public entity. This contract shall henceforth be referred to as Contract No. **CESD RFP #: C-005-1718** . The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed. **Awarded this_____ day of _____, 20_____.**

Mercedes Villafana • Procurement Manager • Crane Schools • Date

CRANE SCHOOLS *Leaders in Learning* AZPurchasing.org	**ATTACHMENT H: NON-COLLUSION STATEMENT** RFP: **C-005-1718** PROJECT: **INVESTMENT BANKING SERVICES**	Crane School District #13 Purchasing Office 4250 W. 16th St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465

State of Arizona)
) ss.
County of Maricopa)

Michael LaVallee , affiant,
(Name)

the Managing Director
(Title)

Stifel, Nicolaus & Company, Incorporated
(Contractor/Vender)

the persons, corporation, or company who makes the accompanying Offer, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

(Signature)

Managing Director
(Title)

Subscribed and sworn to before me

this 1 day of May, 20 18

Signature of Notary Public in and for the

State of Arizona

County of Maricopa

ANIELA REYNOLDS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
March 11, 2022

CRANE SCHOOLS leaders in learning AZPurchasing.org	**ATTACHMENT I: DEVIATIONS AND EXCEPTIONS** RFP: **C-005-1718** PROJECT: **INVESTMENT BANKING SERVICES**	Crane School District #13 Purchasing Office 4250 W. 16th St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465

Please use this space to list any deviations or exceptions for any item listed under "SCOPE OF SERVICES". The item number must be listed and any deviation/exception or inability of the consultant to handle that particular item, must be clearly and fully stated. Failure to show specific deviations indicates full compliance with this solicitation.

Acknowledgement Mike LaVallee
Signature / Printed Name

Date 5/1/18

CRANE SCHOOLS *Leaders in Learning* AZPurchasing.org	**ATTACHMENT J: CONFLICT OF INTEREST VENDOR DISCLOSURE FORM** RFP: **C-005-1718** PROJECT: **INVESTMENT BANKING SERVICES**	Crane School District #13 Purchasing Office 900 S. Avenue C Yuma, AZ 85364 (928) 373-3415 Fax: 928-783-8465

Conflict of Interest Vendor Disclosure Form

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the vendor's other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form shall indicate whether the vendor has any existing relationship with an employee or Board Member of the Crane Elementary School District. The vendor should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest.

Date: May 1, 2018

Name: Michael LaVallee

Company: Stifel, Nicolaus & Company, Incorporated

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

[x] I have no conflict of interest to report.

[ ] I have the following conflict of interest to report

1. _____

2. _____

3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Date: May 1, 2018

This response is pursuant to the description of Conflict of Interest in the Special Terms & Conditions of the RFP.

	ATTACHMENT K: MWBE & HUB FORM	
CRANE SCHOOLS *Leaders in Learning* AZPurchasing.org	RFP: **C-005-1718** PROJECT: **INVESTMENT BANKING SERVICES**	Crane School District #13 Purchasing Office 900 S. Avenue C Yuma, AZ 85364 (928) 373-3415 Fax: 928-783-8465

Minority/Women Business Enterprise (MWBE) and Historically Underutilized Businesses (HUB)

Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this request for proposal.

Vendor certifies that this firm is a MWBE (Required by some participating agencies) □ Yes X No

Vendor certifies that this firm is a HUB (Required by some participating agencies) □ Yes X No

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your proposal response in the Response Attachments section.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: Michael LaVallee/ Stifel, Nicolaus & Company, Incorporated

Address, City, State, and Zip Code: 2325 E. Camelback Road, Suite 750, Phoenix, AZ 85016

Phone Number: (602) 794-4008 Fax Number: (602) 794-4046

Printed Name and Title of Authorized Representative: Michael LaVallee, Managing Director

Email Address: mlavallee@stifel.com

Signature of Authorized Representative: _____ Date: May 1, 2018

CRANE SCHOOLS leaders in learning AZPurchasing.org	**ATTACHMENT L: DEBARMENT CERTIFICATION** RFP: **C-005-1718** PROJECT: **INVESTMENT BANKING SERVICES**	Crane School District #13 Purchasing Office 900 S. Avenue C Yuma, AZ 85364 (928) 373-3415 Fax: 928-783-8465

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Company name Stifel, Nicolaus & Company, Incorporated

Signature of Authorized Company Official 

Printed Name Michael LaVallee

Date May 1, 2018

	ATTACHMENT M: EDGAR CERTIFICATIONS	
CRANE SCHOOLS leaders in learning AZPurchasing.org	RFP: **C-005-1718** PROJECT: **INVESTMENT BANKING SERVICES**	Crane School District #13 Purchasing Office 900 S. Avenue C Yuma, AZ 85364 (928) 373-3415 Fax: 928-783-8465

EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when a Crane Elementary School District #13 expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between Crane Elementary School District #13, Member and awarded Vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

A. Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Crane Elementary School District #13 expends federal funds, Crane Elementary School District #13 reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES MF **Initials of Authorized Representative of Vendor**

B. Termination of Cause or Convenience

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when Crane Elementary School District #13 expends federal funds, Crane Elementary School District #13 reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Crane Elementary School District #13 also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Crane Elementary School District #13 believes, in its sole discretion that it is in the best interest of Crane Elementary School District #13 to do so. Vendor will be compensated for work performed and accepted and goods accepted by Crane Elementary School District #13 as of the termination date if the contract is terminated for convenience of Crane Elementary School District #13. Any award under this procurement process is not exclusive and Crane Elementary School District #13 reserves the right to purchase goods and services from other vendors when it is in Crane Elementary School District #13's best interest.

Does Vendor agree? YES MF **Initials of Authorized Representative of Vendor**

C. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when Crane Elementary School District #13 expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES ML **Initials of Authorized Representative of Vendor**

D. Davis-Bacon Act

When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of $2,000, contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current prevailing wage determination issued by the Department of Labor are available at www.wdol.gov. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Crane Elementary School District #13 must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Crane Elementary School District #13 expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES ML **Initials of Authorized Representative of Vendor**

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply y to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when Crane Elementary School District #13 expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Crane Elementary School District #13 resulting from this procurement process.

Does Vendor agree? YES ML **Initials of Authorized Representative of Vendor**

F. Rights to Invention Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Crane Elementary School District #13, Vendor certifies that during the term of an award for all contracts by Crane Elementary School District #13 resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

Does Vendor agree? YES ML **Initials of Authorized Representative of Vendor**

G. Clean Air Act and Federal Water Pollution Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Crane Elementary School District #13, Vendor certifies that during the term of an award for all contracts by Crane

Elementary School District #13 resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES ML **Initials of Authorized Representative of Vendor**

H. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Crane Elementary School District #13, Vendor certifies that during the term of an award for all contracts by Crane Elementary School District #13 resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES ML **Initials of Authorized Representative of Vendor**

I. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Crane Elementary School District #13 Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by Crane Elementary School District #13 resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES ML **Initials of Authorized Representative of Vendor**

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Crane Elementary School District #13 for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES ML **Initials of Authorized Representative of Vendor**

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Crane Elementary School District #13 expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES ML **Initials of Authorized Representative of Vendor**

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of Crane Elementary School District #13 not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non- discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES ML **Initials of Authorized Representative of Vendor**

CRANE SCHOOLS *Leaders in Learning* AZPurchasing.org	**ATTACHMENT M: EDGAR CERTIFICATIONS** RFP: **C-005-1718** PROJECT: **INVESTMENT BANKING SERVICES**	Crane School District #13 Purchasing Office 900 S. Avenue C Yuma, AZ 85364 (928) 373-3415 Fax: 928-783-8465

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Crane Elementary School District #13 has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES ML **Initials of Authorized Representative of Vendor**

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES ML **Initials of Authorized Representative of Vendor**

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES ML **Initials of Authorized Representative of Vendor**

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: Stifel, Nicolaus & Company, Incorporated
Address, City, State, and Zip Code: 2325 E. Camelback Road, Suite 750, Phoenix, AZ 85016
Phone Number: (602) 794-4008 **Fax Number:** (602) 794-4046
Printed Name and Title of Authorized Representative: Michael LaVallee, Managing Director
Email Address: mlavallee@stifel.com

Signature of Authorized Representative:
Date: May 1, 2018

CRANE SCHOOLS Leaders in Learning AZPurchasing.org	**ATTACHMENT N: IRS W-9 Form** RFP: **C-005-1718** PROJECT: **INVESTMENT BANKING SERVICES**	Crane School District #13 Purchasing Office 4250 W. 16th St. Yuma, AZ 85364 928-373-3415 Fax: 928-783-8465

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Stifel, Nicolaus & Company, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any) E
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
501 N. Broadway

Requester's name and address (optional)

6 City, state, and ZIP code
St. Louis, MO 63102

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 3 - 0 5 3 8 7 7 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Thomas K. Hodek Date ▶ 5/20/2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on

APPENDIX A
ARIZONA EXPERIENCE LIST

Dated Date	Issuer Name	Par	Stifel Role	Security Type	Sale Type
5/30/2018	Flowing Wells USD	13.265	SOLE/LEAD	General Obligation	NEG
5/9/2018	Littleton Elementary School District No. 65	3.250	PA	General Obligation	PP
5/9/2018	Florence Unified School District No. 1	14.425	SOLE/LEAD	General Obligation	NEG
5/8/2018	Phoenix Union High School District No. 210	148.370	FA	General Obligation	NEG
5/2/2018	Alhambra Elementary School District #68	14.265	SOLE/LEAD	General Obligation	NEG
4/26/2018	Bullhead City Fire District	10.345	SOLE/LEAD	General Obligation	NEG
4/26/2018	Catalina Foothills Unified School District No. 16	9.185	SOLE/LEAD	General Obligation	NEG
4/20/2018	Camp Verde, Town of	3.487	PA	Waste Water Revenue	LOAN
4/20/2018	Camp Verde Sanitary District	2.798	PA	Special Assessment	LOAN
4/19/2018	Florence, Town of	1.477	SOLE/LEAD	Special Assessment	NEG
4/18/2018	Litchfield Elementary School District No. 79	14.760	SOLE/LEAD	General Obligation	NEG
4/12/2018	Osborn Elementary School District No. 8	23.180	SOLE/LEAD	General Obligation	NEG
4/12/2018	Buckeye Valley Fire District	7.415	SOLE/LEAD	General Obligation	NEG
3/30/2018	Sahuarita, Town of	5.780	FA	General Obligation	PP
3/22/2018	Paradise Valley Unified School District No. 69	49.885	FA	General Obligation	NEG
3/22/2018	Mesa Unified School District No. 4	25.355	FA	General Obligation	NEG
3/21/2018	Avondale Elementary School District No. 44	7.585	SOLE/LEAD	General Obligation	NEG
3/21/2018	Tolleson Elementary School District No. 17	14.200	SOLE/LEAD	General Obligation	NEG
3/15/2018	Queen Creek Unified School District No. 95	42.215	SOLE/LEAD	General Obligation	NEG
3/14/2018	Maricopa, County of	106.295	CO	COP/Lease Revenue	NEG
3/8/2018	Deer Valley Unified School District No. 97	23.000	CO	General Obligation	NEG
3/8/2018	Tolleson Union High School District No. 214	59.495	SOLE/LEAD	General Obligation	NEG
2/21/2018	Festival Ranch CFD (City of Buckeye)	0.210	PA	Special Assessment	PP
2/15/2018	Agua Fria Union High School District No. 216	17.480	SOLE/LEAD	General Obligation	NEG
2/14/2018	Arizona Board of Regents	93.995	CO	Revenue	NEG
2/14/2018	Arizona Board of Regents	16.840	CO	Revenue	NEG
2/6/2018	Entertainment Center CFD	2.000	PA	Sales Tax Revenue	PP
1/30/2018	Sun City Fire District	0.234	PA	General Obligation	PP
1/25/2018	Goodyear, City of	1.985	PA	Special Assessment	PP
1/25/2018	Goodyear, City of	5.325	PA	Special Assessment	PP
1/25/2018	Goodyear, City of	5.189	PA	Special Assessment	PP
1/25/2018	Goodyear, City of	2.196	PA	Special Assessment	PP
1/18/2018	Florence, Town of	0.263	PA	Special Assessment	PP
12/28/2017	Camp Verde Sanitary District	0.254	PA	General Obligation	PP
12/28/2017	Tucson Unified School District No. 1	48.520	FA	General Obligation	NEG
12/28/2017	Camp Verde Sanitary District	2.199	PA	General Obligation	PP
12/27/2017	Camp Verde, Town of	6.835	SOLE/LEAD	Sales Tax Revenue	NEG
12/21/2017	Phoenix Civic Improvement Corporation	474.725	CO	Revenue	NEG
12/21/2017	Kyrene Elementary School District No. 28	12.395	SOLE/LEAD	General Obligation	NEG
12/21/2017	Kyrene Elementary School District No. 28	25.085	SOLE/LEAD	General Obligation	NEG
12/21/2017	Chandler Unified School District No. 80	15.635	SOLE/LEAD	General Obligation	NEG
12/21/2017	Kyrene Elementary School District No. 28	6.805	SOLE/LEAD	General Obligation	NEG
12/20/2017	Bullhead City	3.230	SOLE/LEAD	Special Assessment	NEG
12/20/2017	Scottsdale Unified School District No. 48	47.080	SOLE/LEAD	General Obligation	NEG
12/20/2017	Scottsdale Unified School District No. 48	42.745	SOLE/LEAD	General Obligation	NEG
12/20/2017	Green Valley Fire District	6.023	PA	COP/Lease Revenue	PP
12/19/2017	Entertainment Center CFD	16.000	FA	Sales Tax Revenue	PP
12/14/2017	Avondale, City of	6.610	FA	General Obligation	NEG

Dated Date	Issuer Name	Par	Stifel Role	Security Type	Sale Type
12/14/2017	Avondale, City of	14.740	FA	General Obligation	NEG
11/30/2017	Lake Havasu City	12.000	FA	Sales Tax Revenue	PP
11/30/2017	El Mirage, City of	8.385	SOLE/LEAD	General Obligation	NEG
11/30/2017	Benson Unified School District No. 9	3.583	PA	General Obligation	PP
11/29/2017	Yuma Elementary School District No. 1	14.645	SOLE/LEAD	General Obligation	NEG
11/16/2017	Daisy Mountain Fire District	6.620	SOLE/LEAD	General Obligation	NEG
11/16/2017	Florence, Town of	1.440	SOLE/LEAD	General Obligation	NEG
11/14/2017	Goodyear, City of	25.015	SOLE/LEAD	General Obligation	NEG
11/9/2017	Queen Creek Unified School District No. 95	17.000	PA	COP/Lease Revenue	PP
11/8/2017	Glendale Union High School District No. 205	18.115	SOLE/LEAD	General Obligation	NEG
11/8/2017	Regional Transportation Authority	68.880	FA	Sales Tax Revenue	NEG
11/7/2017	Sahuarita, Town of	4.213	FA	Sales Tax Revenue	PP
10/31/2017	Yuma County	2.500	PA	Sales Tax Revenue	PP
10/31/2017	Yuma County Jail District	2.300	PA	Sales Tax Revenue	PP
10/27/2017	Entertainment Center CFD	16.000	FA	Sales Tax Revenue	PP
10/18/2017	Humboldt Unified School District No. 22	14.745	SOLE/LEAD	General Obligation	NEG
10/17/2017	Yavapai, County of	16.978	PA	Sales Tax Revenue	PP
10/12/2017	San Luis, City of	2.825	SOLE/LEAD	Sales Tax Revenue	NEG
10/12/2017	San Luis, City of	11.715	SOLE/LEAD	Sales Tax Revenue	NEG
10/12/2017	Maricopa Integrated Health System	75.000	FA	General Obligation	PP
9/14/2017	Three Points Fire District	1.745	PA	General Obligation	PP
9/13/2017	Somerton, City of	4.470	PA	Sales Tax Revenue	PP
8/29/2017	Flagstaff, City of	17.129	FA	Water Revenue	PP
8/23/2017	Eagar, Town of	2.170	PA	Sales Tax Revenue	PP
8/3/2017	Northwest Fire District	12.780	SOLE/LEAD	General Obligation	NEG
7/26/2017	Prescott Valley, Town of	3.450	PA	Sales Tax Revenue	PP
7/25/2017	Marana Unified School District	23.900	SOLE/LEAD	General Obligation	NEG
7/12/2017	Peoria Unified School District No. 11	17.430	SOLE/LEAD	General Obligation	NEG
7/6/2017	Phoenix Elementary School District No. 1	13.070	SOLE/LEAD	General Obligation	NEG
6/28/2017	Tucson, City of	8.610	SOLE/LEAD	General Obligation	NEG
6/28/2017	Tucson, City of	106.970	CO	Water Revenue	NEG
6/28/2017	Tucson, City of	17.265	SOLE/LEAD	General Obligation	NEG
6/13/2017	Festival Ranch CFD (City of Buckeye, AZ)	2.940	SOLE/LEAD	General Obligation	NEG
6/13/2017	Festival Ranch CFD (City of Buckeye, AZ)	3.665	SOLE/LEAD	General Obligation	NEG
6/13/2017	Marana, Town of	14.423	PA	Special Assessment	PP
6/8/2017	Buckeye Union High School District No. 201	20.750	SOLE/LEAD	General Obligation	NEG
6/7/2017	Phoenix Union High School District No. 210	26.880	FA	General Obligation	NEG
5/31/2017	J.O. Combs Unified School District	7.380	SOLE/LEAD	General Obligation	NEG
5/23/2017	Chandler Unified School District No. 80	71.935	SOLE/LEAD	General Obligation	NEG
5/17/2017	Washington Elementary School District No. 6	33.555	FA	General Obligation	COMP
5/17/2017	Scottsdale, City of	18.495	SOLE/LEAD	General Obligation	NEG
5/17/2017	Scottsdale, City of	39.985	SOLE/LEAD	General Obligation	NEG
5/16/2017	Western Maricopa Education Center District No. 402	70.035	SOLE/LEAD	General Obligation	NEG
5/11/2017	Lake Havasu Unified School District No. 1	15.490	SOLE/LEAD	General Obligation	NEG
5/9/2017	Sierra Vista Unified School District No. 68	16.075	SOLE/LEAD	General Obligation	NEG
5/2/2017	Littleton Elementary School District No. 65	2.390	PA	General Obligation	PP
4/20/2017	Blue Ridge Unified School District No. 32 of Navajo County, AZ	13.920	SOLE/LEAD	General Obligation	NEG
4/20/2017	Marana, Town of	17.215	SOLE/LEAD	Sales Tax Revenue	NEG
4/20/2017	Marana, Town of	19.865	SOLE/LEAD	Sales Tax Revenue	NEG
4/20/2017	Marana, Town of	2.565	SOLE/LEAD	Sales Tax Revenue	NEG

Dated Date	Issuer Name	Par	Stifel Role	Security Type	Sale Type
4/19/2017	Santa Cruz Valley Union High School District No. 840	4.145	SOLE/LEAD	General Obligation	NEG
4/18/2017	Mohave County RIMD	0.209	PA	Special Assessment	PP
4/13/2017	Colorado River Union High School District No. 2	31.645	SOLE/LEAD	General Obligation	NEG
4/12/2017	Casa Grande Elementary School District No. 4	25.000	SOLE/LEAD	General Obligation	NEG
4/6/2017	Oro Valley, Town of	14.302	PA	Sales Tax Revenue	PP
4/4/2017	Amphitheater Unified School District No. 10	14.300	SOLE/LEAD	General Obligation	NEG
4/4/2017	Sahuarita Unified School District No. 30	24.185	SOLE/LEAD	General Obligation	NEG
4/4/2017	Sahuarita Unified School District No. 30	6.830	SOLE/LEAD	General Obligation	NEG
4/4/2017	Amphitheater Unified School District No. 10	27.290	SOLE/LEAD	General Obligation	NEG
4/4/2017	Avondale Elementary School District No. 44	14.135	SOLE/LEAD	General Obligation	NEG
3/29/2017	Wickenburg Unified School District No. 9	8.710	SOLE/LEAD	General Obligation	NEG
3/29/2017	Mesa Unified School District No. 4	30.315	FA	General Obligation	NEG
3/29/2017	Murphy Elementary School District No. 21	2.955	SOLE/LEAD	General Obligation	NEG
3/29/2017	Wickenburg Unified School District No. 9	0.700	SOLE/LEAD	General Obligation	NEG
3/23/2017	Goodyear, City of	14.050	SOLE/LEAD	General Obligation	NEG
3/21/2017	Agua Fria Union High School District No. 216	31.010	SOLE/LEAD	General Obligation	NEG
3/16/2017	Deer Valley Unified School District No. 97	22.065	CO	General Obligation	NEG
3/14/2017	Safford Unified School District No. 1	4.900	PA	General Obligation	PP
3/9/2017	Scottsdale Unified School District No. 48	39.635	SOLE/LEAD	General Obligation	NEG
3/8/2017	Paradise Valley Unified School District No. 69	33.870	FA	General Obligation	NEG
3/8/2017	Scottsdale, City of	17.410	SOLE/LEAD	General Obligation	NEG
2/28/2017	Summit Fire District	3.300	SOLE/LEAD	General Obligation	NEG
2/23/2017	Sedona-Oak Creek Joint Unified School District No. 9	11.630	SOLE/LEAD	General Obligation	NEG
2/23/2017	Sun City Fire District	9.245	SOLE/LEAD	General Obligation	NEG
2/22/2017	Phoenix Union High School District No. 210	39.425	FA	General Obligation	NEG
2/16/2017	Buckeye, City of	2.738	SOLE/LEAD	Special Assessment	NEG
2/3/2017	Florence, Town of	3.245	PA	General Obligation	PP
12/28/2016	Golder Ranch Fire District	2.932	PA	General Obligation	PP
12/16/2016	Winslow, City of	2.024	PA	Water Revenue	PP
12/15/2016	Oro Valley, Town of	2.000	PA	Sales Tax Revenue	PP
12/7/2016	Buckeye Elementary School District No. 33	12.240	PA	COP/Lease Revenue	PP
12/6/2016	Quail Creek CFD (Sahuarita, AZ)	9.185	FA	General Obligation	NEG
12/6/2016	Vail Unified School District No. 20	17.595	SOLE/LEAD	General Obligation	NEG
12/1/2016	Flagstaff, City of	6.086	FA	General Obligation	Defeasance
11/30/2016	Rio Rico Fire District	4.065	SOLE/LEAD	General Obligation	NEG
11/29/2016	Santa Cruz Valley Unified School District No. 35	4.050	PA	General Obligation	PP
11/17/2016	Kyrene Elementary School District No. 28	7.360	SOLE/LEAD	General Obligation	NEG
11/17/2016	Kyrene Elementary School District No. 28	17.450	SOLE/LEAD	General Obligation	NEG
11/17/2016	Kyrene Elementary School District No. 28	32.025	SOLE/LEAD	General Obligation	NEG
11/16/2016	Electrical District No. 3	82.685	CO	Revenue	NEG
11/14/2016	Maricopa County Industrial Development Authority	3.635	SOLE/LEAD	Single/Multi-Family Housing	NEG
11/14/2016	Maricopa County Industrial Development Authority	11.785	SOLE/LEAD	Single/Multi-Family Housing	NEG
11/14/2016	Maricopa County Industrial Development Authority	0.745	SOLE/LEAD	Single/Multi-Family Housing	NEG
11/14/2016	Maricopa County Industrial Development Authority	23.345	SOLE/LEAD	Single/Multi-Family Housing	NEG
11/14/2016	Maricopa County Industrial Development Authority	64.250	SOLE/LEAD	Single/Multi-Family Housing	NEG
11/10/2016	Osborn Elementary School District No. 8	20.510	SOLE/LEAD	General Obligation	NEG
11/8/2016	Yuma, City of	37.835	PA	Waste Water Revenue	PP
11/8/2016	Arizona Board of Regents	44.175	CO	Revenue	NEG

Dated Date	Issuer Name	Par	Stifel Role	Security Type	Sale Type
11/8/2016	Arizona Board of Regents	142.390	CO	Revenue	NEG
11/3/2016	Lake Havasu City	12.181	PA	Sales Tax Revenue	PP
11/1/2016	Goodyear, City of	3.423	PA	General Obligation	PP
10/26/2016	Tuba City Unified School District No.15	9.165	PA	Impact Aid Revenue Bond	PP
10/12/2016	Arizona, State of	119.880	FA	COP/Lease Revenue	NEG
10/6/2016	Gladden Farms CFD (Town of Marana, AZ)	7.955	FA	General Obligation	NEG
10/6/2016	Arizona Transportation Board	109.850	CO	Sales Tax Revenue	NEG
9/22/2016	Liberty Elementary School District No. 25	2.475	SOLE/LEAD	General Obligation	NEG
9/22/2016	Liberty Elementary School District No. 25	4.455	SOLE/LEAD	General Obligation	NEG
9/20/2016	Phoenix Elementary School District No. 1	6.255	PA	General Obligation	PP
9/8/2016	Chandler, City of	39.050	CO	General Obligation	NEG
9/7/2016	Phoenix, City of	226.215	CO	General Obligation	NEG
9/7/2016	Cottonwood, City of	12.350	SOLE/LEAD	Sales Tax Revenue	NEG
9/1/2016	Avondale, City of	24.215	FA	Revenue	NEG
9/1/2016	Avondale, City of	8.110	FA	Waste Water Revenue	NEG
8/25/2016	Winslow, City of	6.860	FA	Waste Water Revenue	NEG
8/25/2016	Tucson Unified School District No. 1	63.000	FA	General Obligation	NEG
8/9/2016	Flagstaff, City of	8.930	FA	Sales Tax Revenue	NEG
8/9/2016	Flagstaff, City of	16.105	FA	General Obligation	NEG
7/14/2016	Cave Creek Unified School District	10.000	SOLE/LEAD	General Obligation	NEG
7/14/2016	Vistancia West CFD (City of Peoria, Arizona)	3.000	SOLE/LEAD	General Obligation	NEG
7/13/2016	Festival Ranch CFD	5.410	SOLE/LEAD	General Obligation	NEG
7/12/2016	Glendale Union High School District No. 205	30.000	SOLE/LEAD	General Obligation	NEG
7/12/2016	La Paz, County of	13.760	SOLE/LEAD	Sales Tax Revenue	NEG
7/7/2016	Flowing Wells USD	9.800	SOLE/LEAD	General Obligation	NEG
7/7/2016	Florence, Town of	0.987	PA	Special Assessment	PP
7/6/2016	Buckskin Sanitary District	1.830	FA	Special Assessment	PP
7/6/2016	Peoria Unified School District No. 11	28.000	SOLE/LEAD	General Obligation	NEG
6/29/2016	Tucson, City of	34.160	CO	COP/Lease Revenue	NEG
6/29/2016	Tucson, City of	20.000	CO	General Obligation	NEG
6/29/2016	Tucson, City of	23.020	CO	General Obligation	NEG
6/22/2016	Florence, Town of	2.000	SOLE/LEAD	General Obligation	NEG
6/22/2016	Sunnyside Unified School District No. 12	9.450	FA	General Obligation	NEG
6/15/2016	Union Elementary School District No. 62	5.200	SOLE/LEAD	General Obligation	NEG
6/9/2016	Northwest Fire District	8.300	SOLE/LEAD	General Obligation	NEG
6/8/2016	Chino Valley Fire District	5.000	PA	General Obligation	PP
6/7/2016	Goodyear, City of	11.540	SOLE/LEAD	Waste Water Revenue	NEG
6/2/2016	Buckeye Elementary School District No. 33	9.850	SOLE/LEAD	General Obligation	NEG
6/2/2016	Buckeye Elementary School District No. 33	6.265	SOLE/LEAD	General Obligation	NEG
6/1/2016	Higley Unified School District No. 60	25.785	SOLE/LEAD	General Obligation	NEG
5/25/2016	Yuma County Free Library District	11.150	FA	General Obligation	NEG
5/20/2016	Cottonwood, City of	16.000	FA	Water Revenue	LOAN
5/20/2016	Clarkdale, Town of	7.872	FA	Water Revenue	LOAN
5/19/2016	Chino Valley, Town of	3.346	PA	Sales Tax Revenue	PP
5/19/2016	Washington Elementary School District No. 6	25.500	FA	General Obligation	COMP
5/19/2016	Litchfield Elementary School District No. 79	6.000	SOLE/LEAD	General Obligation	NEG
5/18/2016	Daisy Mountain Fire District	9.055	SOLE/LEAD	General Obligation	NEG
5/12/2016	Prescott Unified School District No. 1	7.500	SOLE/LEAD	General Obligation	NEG
5/5/2016	Coolidge Unified School District No. 21	19.490	SOLE/LEAD	General Obligation	NEG
5/4/2016	Catalina Foothills Unified School District No. 16	7.500	SOLE/LEAD	General Obligation	NEG

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5/4/2016	Catalina Foothills Unified School District No. 16	7.360	SOLE/LEAD	General Obligation	NEG
5/3/2016	Dysart Unified School District No. 89	74.865	SOLE/LEAD	General Obligation	NEG
5/3/2016	Gilbert Unified School District No. 41	31.300	SOLE/LEAD	General Obligation	NEG
5/3/2016	Gilbert Unified School District No. 41	38.445	SOLE/LEAD	General Obligation	NEG
4/28/2016	Gadsden Elementary School District	7.595	SOLE/LEAD	General Obligation	NEG
4/27/2016	Maricopa Unified School District No. 20	28.225	SOLE/LEAD	General Obligation	NEG
4/26/2016	Scottsdale Unified School District No. 48	28.050	SOLE/LEAD	General Obligation	NEG
4/21/2016	Marana Unified School District	30.000	SOLE/LEAD	General Obligation	NEG
4/20/2016	Glendale, City of	16.705	SOLE/LEAD	General Obligation	NEG
4/20/2016	Glendale, City of	10.580	SOLE/LEAD	General Obligation	NEG
4/13/2016	Miami, Town of Municipal Property Corporation	3.953	FA	Waste Water Revenue	LOAN
4/13/2016	Chandler Unified School District No. 80	60.000	SOLE/LEAD	General Obligation	NEG
4/12/2016	Mesa Unified School District No. 4	12.815	FA	General Obligation	NEG
4/12/2016	Mesa Unified School District No. 4	35.000	FA	General Obligation	NEG
4/6/2016	Tucson, City of	71.805	SOLE/LEAD	Water Revenue	NEG
4/6/2016	Phoenix Elementary School District No. 1	20.000	SOLE/LEAD	General Obligation	NEG
4/5/2016	Buckeye, City of	12.620	SOLE/LEAD	Sales Tax Revenue	NEG
3/31/2016	Mingus Union High School District No. 4	5.990	SOLE/LEAD	General Obligation	NEG
3/31/2016	Arizona Board of Regents	175.385	CO	Revenue	NEG
3/24/2016	Festival Ranch CFD	0.200	PA	Special Assessment	PP
3/2/2016	Paradise Valley Unified School District No. 69	36.700	FA	General Obligation	NEG
3/2/2016	Avondale Elementary School District No. 44	5.000	SOLE/LEAD	General Obligation	NEG
2/24/2016	Youngtown, Town of	2.360	PA	General Obligation	PP
2/24/2016	Queen Creek Unified School District No. 95	4.350	SOLE/LEAD	General Obligation	NEG
2/23/2016	Deer Valley Unified School District No. 97	30.000	CO	General Obligation	NEG
2/23/2016	Willcox, City of	1.380	PA	Sales Tax Revenue	PP
2/23/2016	Deer Valley Unified School District No. 97	19.200	CO	General Obligation	NEG
2/17/2016	Agua Fria Union High School District No. 216	15.000	SOLE/LEAD	General Obligation	NEG
12/16/2015	Sedona, City of	8.030	PA	Sales Tax Revenue	PP
12/15/2015	Florence, Town of	4.740	SOLE/LEAD	Sales Tax Revenue	NEG
12/15/2015	Vistancia Community Facilities District (City of Peoria, Arizona)	30.325	CO	General Obligation	NEG
12/15/2015	Vistancia Community Facilities District (City of Peoria, Arizona)	66.425	CO	General Obligation	NEG
12/9/2015	Glendale Elementary School District No. 40	9.200	FA	General Obligation	NEG
11/23/2015	Chino Valley, Town of	4.260	PA	Waste Water Revenue	PP
11/10/2015	Prescott Valley, Town of	8.845	PA	Sales Tax Revenue	PP
11/2/2015	Oro Valley, Town of	3.775	PA	Sales Tax Revenue	PP
10/15/2015	Miami, Town of Municipal Property Corporation	4.640	FA	Waste Water Revenue	LOAN
9/29/2015	Blue Ridge Unified School District No. 32	15.660	PA	General Obligation	PP
9/29/2015	Glendale Union High School District No. 205	8.435	SOLE/LEAD	General Obligation	NEG
9/22/2015	Bullhead City	5.573	PA	Sales Tax Revenue	PP
9/15/2015	Lake Havasu City	71.775	FA	General Obligation	NEG
9/15/2015	Lake Havasu City	98.300	FA	Waste Water Revenue	NEG
9/15/2015	Lake Havasu City	60.269	FA	General Obligation	NEG
9/10/2015	Vistancia Community Facilities District (City of Peoria, Arizona)	36.985	SOLE/LEAD	General Obligation	NEG
9/9/2015	La Paz, County of	0.489	PA	Revenue	PP
9/9/2015	Western Maricopa Education Center District No. 402	14.900	SOLE/LEAD	General Obligation	NEG
8/13/2015	Mingus Union High School District No. 4	6.715	SOLE/LEAD	General Obligation	NEG
8/6/2015	Maricopa Integrated Health System	106.000	FA	General Obligation	PP
8/4/2015	Tuba City Unified School District No.15	2.525	PA	General Obligation	PP

Dated Date	Issuer Name	Par	Stifel Role	Security Type	Sale Type
7/30/2015	Arizona School Facilities Board	263.545	FA	COP/Lease Revenue	NEG
7/30/2015	Yavapai County IDA	75.000	SOLE/LEAD	Revenue	NEG
7/21/2015	Wilcox, City of	2.005	FA	Water Revenue	PP
7/21/2015	Festival Ranch CFD	0.288	PA	Special Assessment	PP
7/15/2015	Cave Creek Unified School District	1.489	PA	COP/Lease Revenue	PP
7/15/2015	Litchfield Park, City of	4.095	PA	Sales Tax Revenue	PP
7/14/2015	Buckeye, Town of	51.260	SOLE/LEAD	Sales Tax Revenue	NEG
7/2/2015	Peoria Unified School District No. 11	94.035	SOLE/LEAD	General Obligation	NEG
6/30/2015	Cottonwood, City of	11.360	SOLE/LEAD	Sales Tax Revenue	NEG
6/29/2015	Arizona, State of	163.995	CO	COP/Lease Revenue	NEG
6/25/2015	Maricopa, County of	185.580	CO	COP/Lease Revenue	NEG
6/25/2015	La Paz, County of	0.530	PA	Revenue	PP
6/24/2015	Tucson, City of	20.570	SOLE/LEAD	Water Revenue	NEG
6/24/2015	Tucson, City of	19.615	CO	COP/Lease Revenue	NEG
6/23/2015	Yuma County Free Library District	26.300	FA	General Obligation	NEG
6/18/2015	Show Low, City of	8.865	PA	Sales Tax Revenue	PP
6/16/2015	Sedona, City of	10.390	PA	Sales Tax Revenue	PP
6/16/2015	Littleton Elementary School District No. 65	11.860	SOLE/LEAD	General Obligation	NEG
6/10/2015	Kyrene Elementary School District No. 28	40.000	SOLE/LEAD	General Obligation	NEG
6/10/2015	Kyrene Elementary School District No. 28	24.120	SOLE/LEAD	General Obligation	NEG
6/3/2015	Buckeye Union High School District No. 201	41.890	SOLE/LEAD	General Obligation	NEG
6/2/2015	Phoenix Union High School District No. 210	10.000	FA	General Obligation	NEG
5/27/2015	Fountain Hills Unified School District No. 98	4.000	SOLE/LEAD	General Obligation	NEG
5/27/2015	Mesa Unified School District No. 4	35.000	FA	General Obligation	NEG
5/20/2015	Vistancia West CFD (City of Peoria, Arizona)	0.035	PA	General Obligation	PP
5/19/2015	Vail Unified School District No. 20	31.205	SOLE/LEAD	General Obligation	NEG
5/19/2015	Cave Creek Unified School District	20.000	SOLE/LEAD	General Obligation	NEG
5/19/2015	Cave Creek Unified School District	11.125	SOLE/LEAD	General Obligation	NEG
5/15/2015	Sahuarita Unified School District No. 30	1.650	PA	General Obligation	PP
5/13/2015	Pinal County	3.720	SOLE/LEAD	Sales Tax Revenue	NEG
5/13/2015	Pinal County	39.075	SOLE/LEAD	Sales Tax Revenue	NEG
5/12/2015	Buckeye, Town of	6.565	SOLE/LEAD	Sales Tax Revenue	NEG
5/12/2015	Washington Elementary School District No. 6	4.500	FA	General Obligation	PP
5/7/2015	Sunnyside Unified School District No. 12	15.775	FA	General Obligation	NEG
4/30/2015	Phoenix Union High School District No. 210	3.584	FA	COP/Lease Revenue	COMP
4/30/2015	Phoenix Union High School District No. 210	0.516	FA	COP/Lease Revenue	COMP
4/30/2015	Casa Grande Union High School District No. 82	19.985	SOLE/LEAD	General Obligation	NEG
4/29/2015	Arizona Board of Regents	103.950	CO	Revenue	NEG
4/29/2015	Florence Unified School District No. 1	21.715	SOLE/LEAD	General Obligation	NEG
4/29/2015	Arizona Board of Regents	14.660	CO	Revenue	NEG
4/22/2015	Sedona-Oak Creek Joint Unified School District No. 9	20.850	SOLE/LEAD	General Obligation	NEG
4/22/2015	Cottonwood-Oak Creek School District No. 6	15.000	SOLE/LEAD	General Obligation	NEG
4/15/2015	Somerton, City of	11.205	SOLE/LEAD	Sales Tax Revenue	NEG
4/15/2015	Yuma Elementary School District No. 1	21.000	SOLE/LEAD	General Obligation	NEG
4/2/2015	Scottsdale, City of	160.415	CO	General Obligation	NEG
4/2/2015	Buckeye, Town of	0.250	SOLE/LEAD	Water and Sewer Rev	COMP
3/31/2015	Chandler Unified School District No. 80	36.770	SOLE/LEAD	General Obligation	NEG
3/26/2015	Higley Unified School District No. 60	57.165	SOLE/LEAD	General Obligation	NEG
3/25/2015	Queen Creek Unified School District No. 95	31.920	SOLE/LEAD	General Obligation	NEG
3/25/2015	Queen Creek Unified School District No. 95	6.910	SOLE/LEAD	General Obligation	NEG

Dated Date	Issuer Name	Par	Stifel Role	Security Type	Sale Type
3/19/2015	Goodyear, City of	4.980	SOLE/LEAD	Special Assessment	NEG
3/19/2015	Gila County	2.000	PA	Sales Tax Revenue	PP
3/17/2015	Sahuarita	8.840	FA	Sales Tax Revenue	PP
3/12/2015	Crane Elementary School District No. 13	10.000	SOLE/LEAD	General Obligation	NEG
3/12/2015	Marana Unified School District	25.000	SOLE/LEAD	General Obligation	NEG
3/12/2015	Crane Elementary School District No. 13	5.570	SOLE/LEAD	General Obligation	NEG
3/11/2015	Safford, City of	5.800	PA	Revenue	PP
3/11/2015	Safford, City of	0.260	PA	Revenue	PP
3/11/2015	Safford, City of	0.845	PA	Revenue	PP
3/11/2015	Safford, City of	0.715	PA	Revenue	PP
3/5/2015	J.O. Combs Unified School District	14.035	SOLE/LEAD	General Obligation	NEG
3/4/2015	Avondale Elementary School District No. 44	5.075	SOLE/LEAD	General Obligation	NEG
2/25/2015	Paradise Valley Unified School District No. 69	49.000	FA	General Obligation	NEG
2/25/2015	Paradise Valley Unified School District No. 69	21.325	FA	General Obligation	NEG
2/25/2015	Glendale, City of	55.635	SOLE/LEAD	Sales Tax Revenue	NEG
2/25/2015	Tucson, City of	46.640	SOLE/LEAD	Water Revenue	NEG
2/19/2015	Litchfield Elementary School District No. 79	15.675	SOLE/LEAD	General Obligation	NEG
1/28/2015	Deer Valley Unified School District No. 97	25.000	CO	General Obligation	NEG
1/28/2015	Deer Valley Unified School District No. 97	17.250	CO	General Obligation	NEG
1/28/2015	Arizona Transportation Board	377.500	CO	Misc/Other Revenue	NEG
1/22/2015	Golder Ranch Fire District	5.310	PA	General Obligation	PP
12/30/2014	Chino Valley, Town of	3.443	FA	General Obligation	PP
12/17/2014	Pinal County	40.310	SOLE/LEAD	Sales Tax Revenue	NEG
12/17/2014	Pinal County	52.700	SOLE/LEAD	Sales Tax Revenue	NEG
12/17/2014	Snowflake Unified School District No. 5	3.290	SOLE/LEAD	General Obligation	NEG
12/16/2014	Show Low, City of	3.065	FA	Waste Water Revenue	PP
12/11/2014	Chandler Unified School District No. 80	43.765	PA	COP/Lease Revenue	PP
12/10/2014	Payson Unified School District No. 10	27.765	SOLE/LEAD	General Obligation	NEG
12/3/2014	Northwest Fire District	8.215	SOLE/LEAD	General Obligation	NEG
11/25/2014	Agua Fria Union High School District No. 216	9.300	SOLE/LEAD	General Obligation	NEG
11/25/2014	San Luis, City of	2.220	SOLE/LEAD	Sales Tax Revenue	NEG
11/25/2014	San Luis, City of	28.795	SOLE/LEAD	Sales Tax Revenue	NEG
11/25/2014	Agua Fria Union High School District No. 216	18.610	SOLE/LEAD	General Obligation	NEG
11/12/2014	Florence, Town of	4.000	FA	Sales Tax Revenue	NEG
10/28/2014	Dysart Unified School District No. 89	49.550	FA	General Obligation	NEG
10/15/2014	Glendale Elementary School District No. 40	2.792	FA	COP/Lease Revenue	PP
10/15/2014	Coolidge Unified School District No. 21	3.255	SOLE/LEAD	General Obligation	NEG
10/15/2014	Maricopa County Industrial Development Authority	2.965	SOLE/LEAD	Single/Multi-Family Housing	NEG
10/14/2014	Camp Verde, Town of	4.904	PA	Sales Tax Revenue	PP
10/8/2014	Buckeye Elementary School District No. 33	3.660	SOLE/LEAD	General Obligation	NEG
10/7/2014	Florence, Town of	0.728	PA	Special Assessment	PP
10/2/2014	Catalina Foothills Unified School District No. 16	6.075	SOLE/LEAD	General Obligation	NEG
10/1/2014	Liberty Elementary School District No. 25	12.525	SOLE/LEAD	General Obligation	NEG
8/6/2014	Western Maricopa Education Center District No. 402	25.000	SOLE/LEAD	General Obligation	NEG
8/6/2014	Casa Grande Elementary School District No. 4	1.711	FA	COP/Lease Revenue	PP
7/30/2014	Tucson Unified School District No. 1	29.467	FA	COP/Lease Revenue	PP
7/29/2014	Wilson Elementary School District No. 7	1.700	SOLE/LEAD	General Obligation	NEG
7/21/2014	Quartzsite, Town of	0.693	PA	Sales Tax Revenue	PP
7/17/2014	Arizona Board of Regents	16.025	SOLE/LEAD	Revenue	NEG
7/16/2014	Riverside Elementary School District No. 2	4.565	SOLE/LEAD	General Obligation	NEG

Dated Date	Issuer Name	Par	Stifel Role	Security Type	Sale Type
7/16/2014	Phoenix Union High School District No. 210	8.930	FA	COP/Lease Revenue	PP
7/3/2014	Cartwright Elementary School District No. 83	0.850	PA	General Obligation	PP
7/3/2014	Peoria Unified School District No. 11	27.000	SOLE/LEAD	General Obligation	NEG
7/2/2014	Regional Transportation Authority	130.095	FA	Sales Tax Revenue	NEG
7/2/2014	Sunnyside Unified School District No. 12	18.000	FA	General Obligation	NEG
6/27/2014	Litchfield Elementary School District No. 79	1.506	PA	COP/Lease Revenue	PP
6/24/2014	Phoenix, City of	278.015	CO	General Obligation	NEG
6/19/2014	Arizona School Facilities Board	55.040	FA	COP/Lease Revenue	NEG
6/19/2014	Arizona School Facilities Board	110.695	FA	COP/Lease Revenue	NEG
6/19/2014	Arizona School Facilities Board	60.390	FA	COP/Lease Revenue	NEG
6/12/2014	Phoenix Union High School District No. 210	75.000	FA	General Obligation	NEG
6/12/2014	Phoenix Union High School District No. 210	70.445	FA	General Obligation	NEG
6/11/2014	Roosevelt Elementary School District No. 66	7.780	SOLE/LEAD	General Obligation	NEG
6/5/2014	Higley Unified School District No. 60	25.795	SOLE/LEAD	General Obligation	NEG
6/4/2014	Chandler Unified School District No. 80	21.940	SOLE/LEAD	General Obligation	NEG
6/3/2014	Marana, Town of	6.493	PA	Revenue	PP
6/3/2014	Marana, Town of	1.343	PA	Water Revenue	PP
5/29/2014	Scottsdale Municipal Property Corporation	22.735	CO	Sales Tax Revenue	NEG
5/22/2014	Sedona, City of	9.780	PA	Sales Tax Revenue	PP
5/7/2014	Thunderbird Farms Domestic Water Improvement District	2.850	PA	Water Revenue	PP
5/1/2014	Washington Elementary School District No. 6	5.000	FA	General Obligation	COMP
4/29/2014	Maricopa County Industrial Development Authority	17.745	SOLE/LEAD	Single/Multi-Family Housing	NEG
4/16/2014	Arlington Elementary School District No. 47	2.000	SOLE/LEAD	General Obligation	NEG
4/16/2014	Mesa Unified School District No. 4, Maricopa County	50.000	FA	General Obligation	NEG
4/16/2014	Mesa Unified School District No. 4, Maricopa County	45.000	FA	General Obligation	NEG
4/3/2014	Saddle Mountain Unified School District No. 90	15.000	SOLE/LEAD	General Obligation	NEG
3/13/2014	Buckeye, Town of	17.945	FA	General Obligation	NEG
3/12/2014	Fountain Hills Unified School District No. 98	4.000	SOLE/LEAD	General Obligation	NEG
3/6/2014	Phoenix Elementary School District No. 1	5.400	SOLE/LEAD	General Obligation	NEG
2/27/2014	Buckeye Union High School District No. 201	8.315	PA	COP/Lease Revenue	PP
2/26/2014	Avondale Elementary School District No. 44	3.760	SOLE/LEAD	General Obligation	NEG
2/26/2014	Glendale Elementary School District No. 40	9.485	FA	General Obligation	COMP
2/12/2014	Glendale Elementary School District No. 40	3.100	FA	COP/Lease Revenue	PP
2/12/2014	Deer Valley Unified School District No. 97	34.600	CO	General Obligation	NEG
1/8/2014	Paradise Valley Unified School District No. 69	50.000	FA	General Obligation	NEG

APPENDIX B
ARIZONA SCHOOL DISTRICT NON-TRADITIONAL FINANCING EXPERIENCE LIST

Dated Date	Issuer	Par Value ($millions)	Stifel Role	Security Type	Sale Type
11/09/2017	Queen Creek USD No. 95	$17.00	PA	COP/Lease Revenue	PP
12/07/2016	Buckeye ESD No. 33	$12.24	PA	COP/Lease Revenue	PP
07/30/2015	Arizona School Facilities Board	$263.55	FA	COP/Lease Revenue	Neg
07/15/2015	Cave Creek USD No. 93	$1.49	PA	COP/Lease Revenue	PP
04/30/2015	Phoenix UHSD No. 210	$0.52	FA	COP/Lease Revenue	PP
12/11/2014	Chandler USD No. 80	$43.77	PA	COP/Lease Revenue	PP
10/15/2014	Glendale ESD No. 40	$2.79	FA	COP/Lease Revenue	PP
08/06/2014	Casa Grande ESD No. 4	$1.71	FA	COP/Lease Revenue	PP
06/27/2014	Litchfield ESD No. 79	$1.51	PA	COP/Lease Revenue	PP
06/19/2014	Arizona School Facilities Board	$55.04	FA	COP/Lease Revenue	Neg
06/19/2014	Arizona School Facilities Board	$110.70	FA	COP/Lease Revenue	Neg
06/19/2014	Arizona School Facilities Board	$60.39	FA	COP/Lease Revenue	Neg
02/27/2014	Buckeye UHSD No. 201	$8.32	PA	COP/Lease Revenue	PP
02/12/2014	Glendale ESD No. 40	$3.10	FA	COP/Lease Revenue	PP
12/19/2013	Arizona School Facilities Board	$29.95	FA	COP/Lease Revenue	Neg
12/19/2013	Arizona School Facilities Board	$49.61	FA	COP/Lease Revenue	Neg
08/01/2013	Toltec ESD No. 22	$0.52	PA	COP/Lease Revenue	PP
12/11/2012	Crane ESD No. 13	$3.25	PA	COP/Lease Revenue	PP
09/25/2012	Casa Grande UHSD No. 82	$2.21	PA	COP/Lease Revenue	PP
01/27/2012	Higley USD No. 60	$5.46	PA	COP/Lease Revenue	PP
09/15/2011	Roosevelt ESD No. 66	$0.12	Sole	COP/Lease Revenue	Neg
08/19/2011	Sunnyside USD No. 12	$1.14	PA	COP/Lease Revenue	PP
08/03/2010	Arizona School Facilities Board	$58.79	FA	COP/Lease Revenue	Neg
11/25/2008	Arizona School Facilities Board	$580.04	FA	COP/Lease Revenue	Neg
03/15/2006	J.O. Combs USD No. 44	$2.95	Sole	COP/Lease Revenue	Neg
10/04/2005	Coolidge USD No. 21	$3.64	Sole	COP/Lease Revenue	Neg
08/24/2004	Arizona School Facilities Board	$190.06	Co	COP/Lease Revenue	Neg
04/30/2015	Phoenix UHSD No. 210	$3.58	FA	COP/Lease Revenue/QSCB	PP
07/30/2014	Tucson USD No. 1	$29.47	FA	COP/Lease Revenue/QSCB	PP
07/16/2014	Phoenix UHSD No. 210	$8.93	FA	COP/Lease Revenue/QSCB	PP
11/29/2011	Tombstone USD No. 1	$1.67	PA	COP/Lease Revenue/QSCB	PP
09/15/2011	Roosevelt ESD No. 66	$5.70	Sole	COP/Lease Revenue/QSCB	Neg
08/25/2011	Grand Canyon USD No. 4	$0.73	PA	COP/Lease Revenue/QSCB	PP
10/07/2010	Arizona School Facilities Board	$91.33	FA	COP/Lease Revenue/QSCB	Neg
11/01/2013	Roosevelt ESD No. 66	$1.00	PA	Defeasance-GO	PP
11/17/2011	Snowflake USD No. 5	$0.84	FA	Defeasance-GO	PP
07/29/2010	Chandler USD No. 80	$3.93	FA	Defeasance-GO	PP
06/04/2010	Scottsdale USD No. 48	$17.61	FA	Defeasance-GO	PP
05/25/2010	Avondale ESD No. 44	$0.40	FA	Defeasance-GO	PP
06/22/2009	Dysart USD No. 89	$2.68	FA	Defeasance-GO	PP
05/02/2017	Littleton ESD No. 65	$2.39	PA	General Obligation	PP
03/14/2017	Safford USD No. 1	$4.90	PA	General Obligation	PP
11/29/2016	Santa Cruz Valley USD No. 35	$4.05	PA	General Obligation	PP
09/29/2015	Blue Ridge USD No. 32	$1.65	PA	General Obligation	PP
05/15/2015	Sahuarita USD No. 30	$2.50	PA	General Obligation	PP

Dated Date	Issuer	Par Value ($millions)	Stifel Role	Security Type	Sale Type
07/03/2012	Marana USD No. 6	$4.00	PA	General Obligation	PP
05/10/2012	Toltec ESD No. 22	$0.00	PA	General Obligation	PP
12/21/2011	Tucson USD No. 1	$22.89	FA	General Obligation	PP
12/01/2011	St. David USD No. 21	$67.23	PA	General Obligation	PP
12/15/2010	Scottsdale USD No. 48	$8.11	Sole	General Obligation/BAB	Neg
07/14/2010	Tucson USD No. 1	$9.73	FA	General Obligation/BAB	Neg
06/09/2010	Buckeye UHSD No. 201	$21.47	Sole	General Obligation/BAB	Neg
06/03/2010	Catalina Foothills USD No. 16	$7.55	Sole	General Obligation/BAB	Neg
05/20/2010	Sahuarita USD No. 30	$11.79	Sole	General Obligation/BAB	Neg
04/15/2010	Riverside ESD No. 2	$6.88	Sole	General Obligation/BAB	Neg
03/24/2010	Tanque Verde USD No. 13	$5.31	Sole	General Obligation/BAB	Neg
03/17/2010	Vail USD No. 20	$20.75	Sole	General Obligation/BAB	Neg
02/25/2010	Queen Creek USD No. 95	$0.00	Sole	General Obligation/BAB	Neg
02/10/2010	Deer Valley USD No. 97	$17.84	Co	General Obligation/BAB	Neg
12/04/2009	Sahuarita USD No. 30	$5.70	PA	General Obligation/BAB	PP
06/29/2009	Sedona-Oak Creek Joint USD No. 9	$25.00	Sole	General Obligation/BAB	Neg
06/17/2009	Deer Valley USD No. 97	$24.03	Co	General Obligation/BAB	Neg
03/29/2011	Chandler USD No. 80	$25.00	Sole	General Obligation/QSCB	Neg
02/10/2011	Paradise Valley USD No. 69	$38.00	FA	General Obligation/QSCB	Neg
12/15/2010	Scottsdale USD No. 48	$4.60	Sole	General Obligation/QSCB	Neg
08/03/2010	Roosevelt ESD No. 66	$1.00	Sole	General Obligation/QSCB	Neg
07/29/2010	Littleton ESD No. 65	$1.00	Sole	General Obligation/QSCB	Neg
07/18/2003	Casa Grande UHSD No. 82	$0.00	FA	General Obligation/QZAB	PP
09/05/2002	Coolidge USD No. 21	$0.00	FA	General Obligation/QZAB	PP
12/28/2017	Tucson USD No. 1	$48.52	FA	General Obligation-Crossover	Neg
12/21/2017	Kyrene ESD No. 28	$12.40	Sole	General Obligation-Crossover	Neg
12/21/2017	Kyrene ESD No. 28	$6.81	Sole	General Obligation-Crossover	Neg
02/23/2017	Sedona-Oak Creek Joint USD No. 9	$0.00	Sole	General Obligation-Crossover	Neg
11/17/2016	Kyrene ESD No. 28	$15.66	Sole	General Obligation-Crossover	Neg
09/20/2016	Phoenix ESD No. 1	$6.26	PA	GO Taxable/Treasurer Placement	PP
08/04/2015	Tuba City USD No.15	$4.50	PA	GO Taxable/Treasurer Placement	PP
05/12/2015	Washington ESD No. 6	$0.85	FA	GO Taxable/Treasurer Placement	PP
07/03/2014	Cartwright ESD No. 83	$1.00	PA	GO Taxable/Treasurer Placement	PP
11/01/2013	Roosevelt ESD No. 66	$21.20	PA	GO Taxable/Treasurer Placement	PP
10/01/2013	Glendale UHSD No. 205	$1.25	PA	GO Taxable/Treasurer Placement	PP
07/24/2013	Cartwright ESD No. 83	$2.96	PA	GO Taxable/Treasurer Placement	PP
07/11/2013	Riverside ESD No. 2	$3.54	PA	GO Taxable/Treasurer Placement	PP
06/05/2013	Queen Creek USD No. 95	$5.13	PA	GO Taxable/Treasurer Placement	PP
06/04/2013	Glendale UHSD No. 205	$32.24	PA	GO Taxable/Treasurer Placement	PP
05/23/2013	Peoria USD No. 11	$16.88	PA	GO Taxable/Treasurer Placement	PP
05/15/2013	Chandler USD No. 80	$6.50	PA	GO Taxable/Treasurer Placement	PP
04/23/2013	Sunnyside USD No. 12	$12.15	PA	GO Taxable/Treasurer Placement	PP
02/27/2013	Paradise Valley USD No. 69	$50.50	PA	GO Taxable/Treasurer Placement	PP
11/16/2012	Glendale UHSD No. 205	$2.53	PA	GO Taxable/Treasurer Placement	PP
08/08/2012	Kyrene ESD No. 28	$12.00	PA	GO Taxable/Treasurer Placement	PP
07/24/2012	Phoenix UHSD No. 210	$43.03	PA	GO Taxable/Treasurer Placement	PP

Dated Date	Issuer	Par Value ($millions)	Stifel Role	Security Type	Sale Type
06/20/2012	Kyrene ESD No. 28	$4.38	PA	GO Taxable/Treasurer Placement	PP
06/07/2012	Glendale ESD No. 40	$3.01	PA	GO Taxable/Treasurer Placement	PP
06/05/2012	Riverside ESD No. 2	$5.65	PA	GO Taxable/Treasurer Placement	PP
05/22/2012	Saddle Mountain USD No. 90	$1.23	PA	GO Taxable/Treasurer Placement	PP
03/09/2011	Wickenburg USD No. 9	$4.46	PA	GO Taxable/Treasurer Placement	PP
10/15/2010	Paradise Valley USD No. 69	$22.10	FA	GO Taxable/Treasurer Placement	PP
10/01/2010	Deer Valley USD No. 97	$19.60	FA	GO Taxable/Treasurer Placement	PP
10/01/2010	Gilbert USD No. 41	$9.87	FA	GO Taxable/Treasurer Placement	PP
08/25/2010	Riverside ESD No. 2	$0.85	FA	GO Taxable/Treasurer Placement	PP
06/04/2010	Buckeye ESD No. 33	$0.42	FA	GO Taxable/Treasurer Placement	PP
06/04/2010	Higley USD No. 60	$0.90	FA	GO Taxable/Treasurer Placement	PP
03/01/2010	Saddle Mountain USD No. 90	$2.00	FA	GO Taxable/Treasurer Placement	PP
05/07/2008	Agua Fria UHSD No. 216	$7.23	FA	GO Taxable/Treasurer Placement	PP
10/26/2016	Tuba City USD No.15	$9.17	PA	Impact Aid Revenue	PP
11/28/2011	Window Rock USD No. 8	$0.35	Sole	Impact Aid Revenue	Neg
02/04/2011	Indian Oasis-Baboquivari USD No. 40	$2.10	FA	Impact Aid Revenue	PP
02/17/2009	Winslow USD No. 1	$2.86	Sole	Impact Aid Revenue	Neg
06/14/2006	Whiteriver USD No. 20	$17.80	Sole	Impact Aid Revenue	Neg
09/01/2004	Page USD No. 8	$15.53	Sole	Impact Aid Revenue	Neg
06/01/2004	Cedar USD No. 25	$4.80	Sole	Impact Aid Revenue	Neg
03/01/2004	Tuba City USD No.15	$6.27	Co	Impact Aid Revenue	Neg
07/01/2003	Ganado USD No. 20	$14.55	Lead	Impact Aid Revenue	Neg
09/01/2002	Red Mesa USD No. 27	$9.11	Co	Impact Aid Revenue	Neg
11/28/2011	Window Rock USD No. 8	$20.00	Sole	Impact Aid Revenue/QSCB	Neg
06/02/2009	Grand Canyon USD No. 4	$0.96	FA	Judgement Obligation	PP
04/11/2013	Arizona School Facilities Board	$316.17	FA	Revenue	Neg
11/08/2007	Arizona School Facilities Board	$82.88	FA	Revenue	Neg
11/12/2013	Kyrene ESD No. 28	$40.00	Sole	Stepped Coupon	Neg
05/12/2011	Continental ESD No. 39	$2.00	Sole	Stepped Coupon	Neg
08/01/2008	Payson USD No. 10	$13.85	Sole	Stepped Coupon	Neg
07/01/2007	Payson USD No. 10	$20.00	Sole	Stepped Coupon	Neg

Thompson, Ruth L (Public Finance)

From: Mercedes Villafana <MVillafana@craneschools.org>
Sent: Wednesday, June 27, 2018 3:06 PM
To: Thompson, Ruth L (Public Finance)
Subject: Award of RFP C-005-1718 Investment Banking Services

6/27/2018

Stifel, Nicolaus & Company, Inc.
2325 E. Camelback Road, Suite 750
Phoenix , AZ 85016 USA

Dear: Ruth Thompson:

Congratulations!

The Crane Elementary School District No. 13 Governing Board has awarded RFP C-005-1718 Investment Banking Services to Stifel, Nicolaus & Company, Inc..

Please be aware that this is not a notice to proceed, but rather, a formal notification regarding the Governing Board"s decision. We appreciate your interest in the District and look forward to a great working relationship. If you have any questions, please contact me at (928) 373-3415.

Sincerely,

Mercedes Villafana
Procurement Manager

P.S. Information regarding current solicitations can be found at www.azpurchasing.org.



MERCEDES VILLAFAÑA
PROCUREMENT MANAGER
900 South Avenue C · Yuma, AZ 85364
(928) 373-3415 (928) 783-8465
mvillafana@craneschools.org
www.craneschools.org

CRANE SCHOOLS
Leaders in Learning

May 14, 2021,

Notice of Contract Renewal on C-005-1718:

Stifel, Nicolaus & Company
2325 E. Camelback Road, Suite 750
Phoenix, AZ 85016

To Whom It May Concern:

In accordance with R7-2-1093 of the Arizona Administrative Code, Crane Elementary School District No. 13 is authorized to enter into a multi-term contract for materials or services for a period of time up to five years, as deemed to be advantageous to the school district, if the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and monies are available for the first fiscal period at the time of contracting. It is the intent of the Governing Board of the Crane Elementary School District No. 13 to renew the existing contract bearing number C-005-1718 with Stifel, Nicolaus & Company for Investment Banking Services for the period of July 1, 2021 through June 30, 2022.

Please complete the applicable certification (one of the three) below by **May 21, 2021** and return to:

Crane Elementary School District No. 13 · Purchasing Dept. · 4250 West 16th Street · Yuma, AZ 85364

I certify that there is no cost increase in the existing contract for Investment Banking Services.

Robert A. Castillo		Managing Director
Print Name	Authorized Signature	Title

I certify that there is a cost increase or decrease in the existing contract for Investment Banking Services. (Submit new costs with this certification for District Approval of contract renewal.)

Print Name	Authorized Signature	Title

Stifel, Nicolaus & Company does not wish to extend this contract for Investment Banking Services.

Print Name	Authorized Signature	Title

Please contact me at 928-373-3415 for any questions or concerns that you may have regarding this Notice of Contract Renewal.

Thank you,

Mercedes Villafana

Mercedes Villafana
Procurement Manager

8. C.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Rick Tadder, Management Services Director
Date:	03/11/2022
Meeting Date:	03/15/2022

TITLE:

Consideration and Approval of Contract: Cooperative Purchase Contract with Greenberg Traurig, LLP to provide Legal Bond Counsel services for issuing a Water Infrastructure Finance Authority (WIFA) of Arizona Loan, a Private Placement Loan and a Private Placement Refinancing Loan debt in an amount not to exceed $120,000.

STAFF RECOMMENDED ACTION:

1. Approve the cooperative purchase contract for Legal Bond Counsel services through Greenberg Traurig LLP for a fee of $40,000 per loan issuance and an amount not to exceed $120,000; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The City of Flagstaff is anticipating issuing three loans to support Water Services funds. The first loan is approximately $20 million in a new Water Infrastructure Finance Authority of Arizona Loan to support the Rio De Flag project. The second loan is approximately $4 million in a Private Placement Loan to support the Stormwater Fund. The third loan is approximately $6 million in a Private Placement Loan for consideration of refinancing previously issued Water and Wastewater loans. When issuing debt of this type, it is not only considered customary, but in the best interest of the City issuing the debt to contract with a Legal Bond Counsel firm, such as Greenberg Traurig, LLP ("Bond Counsel" or "Greenberg"). A bond counsel attorney is an essential member of a governmental issuers financing team. Bond Counsel renders an opinion on the validity of the debt offering, the security for the offering, and whether to and to what extent interest on the bonds are exempt from income and other taxation. The opinion of Bond Counsel provides assurance to both issuers and to investors, who purchase the debt, that all legal and tax requirements relevant to the matters covered by the opinion are met.

Financial Impact:

Fees paid to bond counsel firm for services rendered are often based on the value of each bond issuance. The financing being considered are three distinctively different financing and the proposed fee is $40,000 per financing. The City will only pay on completed financing.

Per the Cooperative Purchase Contract, the fees set forth in the procurement would have been estimated at $50,000 for the $20 million WIFA loan, $50,000 for the $4 million Private Placement Loan and $60,000 for the Refinancing Loan for a total of $160,000. Staff negotiated the fees for the services with Greenberg and will be saving approximately $40,000.

Debt service costs are budgeted in account 206-08-901-1990-7-4248 and 206-08-901-1990-7-4250.

Policy Impact:

None.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budgeting

- High Performing Governance: Enhance the organization's fiscal stability and increase efficiency and effectiveness.

Has There Been Previous Council Decision on This:

No.

Options and Alternatives:

- Approve cooperative purchase contract as recommended; or
- Conduct our own City procurement process. This will substantially delay the timing of issuing debt and possibly increase the interest rates on the loans; or
- Not approve this cooperative purchase contract. This will shift the responsibility in-house for our legal staff and potentially delay the issuing debt.

Background/History:

The Stormwater Fund has a need to issue debt to fund projects. Issuing of debt had been included in the current 5-year plan for the Stormwater Fund. Staff has been working with our Financial Services and Legal Bond Council teams to identify the best approach to issuing debt for this fund. Our intention is to complete two financing including a WIFA Loan for $20 million to fund expenditures related to the Rio de Flag Flood Mitigation project and a private placement loan for $4 million to fund projects including the Killip School Detention Basin project and a feasibility study.

In addition, the City has several current WIFA loans within our Water and Wastewater Funds that are eligible for potential refinancing. Refinancing of loans are favorable when we can issue new debt to replace current commitments with a lower interest rate debt and reduce future expenses for debt.

City Staff rely on the services of a Financial Advisor and a Bond Counsel to assure we are completing the best financing and completing all the legal requirements. The City will only pay for the services on the debt issuances that are completed.

City Procurement Staff identified a Mesa Public School District No.4 (Bid No. 21-03MP) cooperative purchasing contract with Greenberg Traurig for Legal Bond Council. The services required by the City are covered under this cooperative contract.

Staff will be back in front of Council in April to adopt Ordinances that will authorize the City to issue debt.

Community Benefits and Considerations:

By utilizing businesses that have great knowledge in debt issuance within the State of Arizona, the City benefits by having the assurance that the transactions are completed with the highest legal assurances and the documents are completed accurately.

Community Involvement:

Inform.

Attachments:

Legal Bond Council Cooperative Contract
Mesa Schools RFP 21-03MP
21-03MP GT Response
21-03MP GT Price Listing
Scope of Service - WIFA Loan
Scope of Service - Private Placement
Scope of Service - Refinancing

COOPERATIVE PURCHASE CONTRACT
Contract No. 2022-100

This Cooperative Purchase Contract is made and entered into this ___ day of _____, 2022 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Greenberg Traurig, LLP, a New York Limited Liability Partnership ("Contractor").

RECITALS:

A. Contractor has Contract No. 21-03MP with Mesa Public School District No. 4 which includes cooperative purchasing language for the service of Legal Bond Council.

B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased. Contractor shall provide to City the materials and or services, as specified in the Schedules agreed to by the parties and attached to the Agency Contract from time to time. General description of materials and or services being lease/purchased:

LEGAL BOND COUNSEL

2. Specific Requirements of City. Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in *Schedules* attached hereto (*Exhibit A*) and agreed to by the Parties from time to time and incorporated by reference.

3. Payment. Payment to the Contractor for the materials and or services provided shall be made in accordance with the price list and terms set forth in the Agency Contract and not to one hundred twenty thousand dollars ($120,000).

4. Terms and Conditions of Agency Contract Apply. All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Cooperative Purchase Contract as though fully set forth herein. The Agency Contract documents are attached hereto as *Exhibit B*. The Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.

5. Certificates of Insurance. All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term. This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.

7. Renewal. This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

Greenberg Traurig, LLP:

By:_____

Title:_____

CITY OF FLAGSTAFF

By:_____

Title:_____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney's Office

EXHIBIT A

SCOPE OF WORK

WIFA (Water Infrastructure Finance Authority of Arizona) (1 page)

New Money Utility Scope of Services (1 page)

Refunding Utility Scope of Services (1 page)

EXHIBIT B

AGENCY CONTRACT

21-03MP Legal Services RFP (45 pages)

21-03MP GT Response to RFP (35 pages)

21-03MP GT Updated Pricing (5 pages)

Important Notice

Due to the Covid-19 school closure, Mesa Public Schools has established a secure method to receive all solicitation responses electronically. All responses will be locked until the opening due date and time.

Included in this solicitation is a link to ProcureNow and this specific solicitation. If you plan to respond to the solicitation you will need to click on the link below and register there (it will take less than 5 minutes). Then you will upload your response to ProcureNow. There is no cost to the vendor to register.

Link to ProcureNow
https://secure.procurenow.com/governments/480/projects/3423

If you decide not to respond to the solicitation on ProcureNow, please respond "NO BID" on azpurchasing.org.

Mesa Public Schools will continue to issue all solicitations through www.azpurchasing.org with a link to ProcureNow for the response.

The BID Opening will be held publicly through a Webex meeting, please click the following link by the due date and time to access the opening.

Link to Webex meeting:
Join meeting in my Webex Personal Room https://mpsaz.webex.com/meet/lrgarrett
Join by phone +1-602-666-0783 United States Toll Free
Meeting Number (Access Code): 963443885

To locate an online/e-notary click here: https://azsos.gov/business/notary/enotary

We apologize in advance that you will need to use both systems, but it was the quickest and easiest way to continue issuing solicitations while staying compliant with the procurement rules. If you have any questions, please feel free to contact the buyer listed on the solicitation.

As always, thank you for your interest and support of Mesa Public Schools.

REQUEST FOR PROPOSAL

Date:	April 29, 2020	
Bid No.	21-03MP	
Material and or Service:	Legal Services	
Bid Due Date:	May 21, 2020	Time: 2:00 PM, Local Time
Opening Location:	Virtual Bid Opening via Webex Meeting	

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A. R. S. 15-213, bids for the material or services specified will be received by the Mesa Unified School District #4, at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the vendor's submitting shall be publicly read. All other information contained in the bid shall remain confidential until award is made.

Bids shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late bids shall not be considered.

Bids must be submitted via ProcureNow. All bids must be written legibly in ink or typewritten. Additional instructions for preparing a bid are provided herein.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

Questions regarding this Request for Proposal are due by Wednesday May 6, 2020 at 10:00 AM, Local Time, and should be submitted via ProcureNow.

Leane Garrett, Procurement Specialist Supervisor
Email: lrgarrett@ympsaz.org

"This request for bid/proposal document originated on the AZPurchasing.org website. If you obtained this document from any other source, whether a physical copy you picked up from Mesa Public Schools Purchasing Office, or from a third-party bid outsourcing firm, we strongly recommend you register for free at http://www.azpurchasing.org/vendorform.asp. Navigate to the Current Bids page and download the main bid document, including any attachments or addendums. When you download the main bid document from the AZPurchasing.org website you will automatically be added to future bid alert emails for that bid, provided you made the proper designation when registering at AZPurchasing.org. Failure to adhere to this recommendation could put your firm at risk of bid rejection as not all necessary addendums and attachments may be passed along for your completion."

This solicitation is being done by the Mesa Unified School District No. 4 as a member of the Strategic Alliance for Volume Expenditures (SAVE) and is acting as lead public entity. Any contract resulting from this solicitation shall be for the use of the consortium members. In order to participate in any resultant contract, a public entity must have entered into a cooperative purchasing agreement with the consortium. No volume is implied or guaranteed.

The following Agencies have asked to participate in any resulting contracts. Estimated annual expenditures have been included.

Agency	**Amount**
Mesa Unified School District No. 4	$100,000
Buckeye Union High School District #201	$ 20,000
Cartwright Elementary School District #83	$150,000
Dysart Unified School District #89	$ 15,000
Madison Elementary School District #38	$ 20,000
Scottsdale Unified School District #48	$ 30,000
Peoria Unified School District #11	$ 50,000
Higley Unified School District #60	$100,000
Florence Unified School District #1	$ 25,000
West-MEC District #402	$100,000
Paradise Valley Unified School District #69	$200,000
Tucson Unified School District	$250,000
Marana Unified School District #6	$100,000
Litchfield Elementary School District #79	$ 65,000
Crane Elementary School District #13	$ 20,000
Chandler Unified School District #80	$ 75,000
Phoenix Union High School District #210	$ 40,000
Flagstaff Unified School District #1	$ 50,000
Washington Elementary School District #6	$100,000
Kyrene Elementary School District #28	$ 50,000
Roosevelt Elementary School District #66	$ 55,000
Tolleson Union High School District #214	$150,000
Liberty Elementary School District #25	$ 7,500
Deer Valley Unified School District #97	$225,000
Tempe Elementary School District #3	$ 60,000

On the following pages is a list of current Consortium members who potentially may wish to utilize this contract. Other public entities in Arizona may be added during the term of the contract by SAVE with the approval of the lead public entity and the contract vendor. The estimated volume of purchases by other public entities within SAVE have been taken into consideration by the lead public entity and all other public entities that are not members of the SAVE are prohibited from using the contract.

Strategic Alliance for Volume Expenditures

S.A.V.E. --- Cooperative Purchasing Agreements
The following agencies have signed the Cooperative Purchasing Agreement with the S.A.V.E. association as **August 8, 2019:**

Municipalities

City of Apache Junction
City of Avondale
City of Benson
City of Bullhead City
City of Casa Grande
City of Chandler
City of Cottonwood
City of Douglas
City of El Mirage
City of Eloy
City of Flagstaff
City of Glendale
City of Goodyear
City of Maricopa
City of Mesa
City of Nogales
City of Page
City of Peoria
City of Phoenix
City of Prescott
City of Safford
City of Scottsdale
City of Sedona
City of Sierra Vista
City of Somerton
City of Surprise
City of Tempe
City of Tolleson
City of Tucson
City of Willcox
City of Winslow
City of Yuma
Lake Havasu City
Town of Buckeye
Town of Camp Verde
Town of Cave Creek
Town of Chino Valley
Town of Florence
Town of Fountain Hills
Town of Gila Bend
Town of Gilbert
Town of Marana
Town of Miami
Town of Oro Valley
Town of Paradise Valley
Town of Prescott Valley
Town of Queen Creek
Town of Sahuarita
Town of Superior
Town of Wickenburg

Counties

Apache County
Cochise County
Coconino County
Gila County
Graham County
La Paz County
Maricopa County

Higher Education

Arizona State University
Arizona Western College
Central Arizona College
Central Arizona Valley Institute of Technology (CAVIT)
Cobre Valley Institute of Technology (CVIT)
Cochise County Community College District
Coconino County Community College District

Mohave County
Navajo County
Pima County
Pinal County
Santa Cruz County
Yavapai County
Yuma County

Dine College
East Valley Institute of Technology (EVIT)
Gila Institute of Technology, a Joint Technology Education District (JTED)
Graham County Community College District
Maricopa Community College District
Mohave Community College
Northern Arizona University
Pima Association of Governments (PAG)
Pima Community College
Pima Prevention Partnership dba Pima Partnership Academy, Pima Partnership High School & Phoenix Collegiate High School
University of Arizona
Western Arizona Vocational Educ (WAVE), a Joint Technology Education District
Yavapai College

Political Agencies

Arizona Supreme Court
Central Arizona Project
Housing Authority of Maricopa County
Maricopa Association of Governments
Maricopa Integrated Health System
Phoenix-Mesa Gateway Airport Authority
Superior Court of Arizona, Maricopa County
Tucson Airport Authority
Valley Metro Regional Public Transit Authority

Misc. Agencies

Central Arizona Water Conservation District (CAWCD)
Central Yavapai Fire District
Drexel Heights Fire Department
Fire District of Sun City West
Horizon Community Learning Center/Horizon Charter School
Mary C. O'Brien ASD
Mountain Institute JTED
Mt. Lemmon Fire District
North Country Community Health Center
Northeast AZ Tech Institute of Voc Ed
Northwest Fire District

School Districts

Agua Fria Union High School D # 216
Alhambra Elementary SD # 68
Altar Valley School District #51
Amphitheater Unified School Dist #10
Antelope Union High School #50
Apache Junction Unified School D#43
Arlington Elementary School Dist #47
Ash Fork Joint Unified School District
Avondale Elementary School Dist #44
Balsz Elementary School District #31
Beaver Creek School District #26
Benson Unified School District #9
Bisbee Unified School District #2
Blue Ridge Unified School Dist #32
Bonita School District #6
Bouse Elementary School District
Buckeye Elementary School Dist #33
Buckeye Union High School Dist#201
Bullhead City Elementary School D#15
Camp Verde Unified School Dist #28
Cartwright Elementary School D #83
Casa Blanca Middle School dba Vah Ki Middle School
Casa Grande Elementary School Dist

Pima County Joint Technology District #11 (JTED)
Pima County School Reserve Fund
Shonto Preparatory Schools
Superstition Mt Community Facilities District
Sun City West Fire District
Western Arizona Vocational Education #50

Casa Grande Union High School Dist
Catalina Foothills Unified School #16
Cave Creek Unified School Dist #93
Cedar Unified School District #25
Chandler Unified School District # 80
Chinle Unified School District #24
Chino Valley Unified School Dist #51
Clarkdale-Jerome School District #3
Coconino County Regional Acc D #99
Colorado River Union High School D
Concho Elementary School District #6
Continental Elementary School D #39
Coolidge Unified School District #21
Cottonwood-Oak Creek School D #6
Crane Elementary School District# 13
Creighton School District #14

School Districts (Continued)

Deer Valley Unified School Dist #97
Double Adobe Elementary SD #45
Douglas Unified School District #27
Dysart Unified School District # 89
Eloy Elementary School District #11
Elfrida Elementary School District #12
Flagstaff Unified School District # 1
Florence Unified School District # 1
Flowing Wells Unified School Dist #8
Fort Huachuca Accommodation SD
Fort Thomas Unified School Dist #7
Fountain Hills Unified School Dist #98
Fowler Elementary School District#45
Gadsden Elementary School Dist# 32
Ganado Unified School District #20
Gila Bend Unified Schools
Gilbert USD #41 Gilbert Pub Schools
Glendale Elementary School Dist #40
Glenda Union High School District
Globe Unified School District #1
Grand Canyon Unified School Dist #4
Hackberry Elementary School Dist #3
Heber-Overgaard USD #6
Higley Unified School District #60
Holbrook Unified School District #3
Humboldt Unified School District #22
Hyder Elementary School District #6
Indian Oasis-Baboquivari Sch D #40
Isaac Elementary School District # 5
JO Combs Elementary School D #44
Joseph City Unified School District #2
Kayenta Unified School District #27
Kingman Unified School District #20
Kyrene Elementary School District #28
Lake Havasu Unified School Dist # 1
Laveen Elementary School Dist #59
Liberty Elementary School Dist #25

Litchfield Elementary School Dist #79
Littlefield Unified School District #9
Littleton Elementary School Dist #65
Madison Elementary School Dist #38
Maine Consolidated School District
Mammoth-San Manuel Unified SD #8

Marana Unified School District #6
Maricopa Regional School Dist #509
Maricopa Unified School District

School Districts (Continued)

Mayer Unified School District #43
Mesa Unified School District # 4
Mobile Elementary School District #86
Mohave Valley Elem School Dist #16
Mohawk Valley School District # 17
Morenci Unified School District #18
Murphy Elementary School District #21
Naco Unified School District #9
Nadaburg Elementary District #81
Nogales Unified School District # 1
Osborn Elementary School District #8
Page Unified School District #8
Palominas Elementary School Dist #49
Palo Verde Elementary School Dist #49
Paradise Valley Unified School Dist #69
Parker Unified School District #27
Patagonia Elementary School Dist #6
Patagonia Union High School Dist #92
Payson Unified School District #10
Peach Springs Unified School Dist #8
Pendergast School District #92
Peoria Unified School District #11
Phoenix Elementary School District # 1
Phoenix Union High School Dist #210
Picacho Elementary School District #33
Pima Unified School District #6
Pine Strawberry Elementary Sch D #12
Pinon Unified School District #4
Pomerene Elementary School Dist #64
Prescott Unified School District #1
Quartzsite Elementary School Dist #4
Queen Creek Unified School Dist # 95
Red Mesa Unified School District

Riverside Elementary School District #2
Roosevelt Elementary School Dist # 66
Round Valley Unified School Dis #10
Sacaton Elementary School District #18
Saddle Mountain Unified School Dist #90
Safford Unified School District #1
Sahuarita Unified School District #30
San Carlos Unified School District #20
Sanders Unified School District #18
San Simon Unified School District #18
Santa Cruz Valley Unified School Dist #35
Santa Cruz Valley Union High SD #840
Scottsdale Unified School District # 48

School Districts (Continued)

Sedona-Oak Creek Unified School Dist #9
Sentinel Elementary School District #71
Show Low Unified School District #10
Sierra Vista Unified School District # 68
Snowflake Unified School District #5
Somerton Elementary School District #11
Stanfield Elementary School District #24
St. David Unified School District #21
St. Johns Unified School District
Sunnyside Unified School District #12
Superior Unified School District #15
Tanque Verde Unified School District #13
Tempe Elementary School District # 3
Tempe Union High School District # 213
Thatcher Unified Schools
Toltec Elementary School District #22
Tolleson Elementary School District #17
Tolleson Union High School District # 214
Tombstone Union School District #1
Tuba City Unified School District #15
Tucson Unified School District
Union Elementary School District #62
Vail Unified School District #20
Valley Union High School District #22
Washington Elementary School District # 6
Wellton Elementary School District #24
West-MEC District #402
Whiteriver Unified School District #20
Wickenburg Unified School District #9
Willcox Unified School District
Williams Unified School District #2
Wilson Elementary School District #7
Window Rock Unified School District #8

Winslow Unified School District #1
Young Public School District
Yuma Elementary School District # 1
Yuma Union High School District # 70

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DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this proposal at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at: www.azleg.state.az.us/ArizonaRevisedStatutes.asp.

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:

www.azsos.gov/rules/arizona-administrative-code

I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at: www.irs.gov/pub/irs-pdf/fw9.pdf.\

Uniform Instructions for Offers

1. DEFINITION OF TERMS

As used in these instructions, the terms listed below are defined as follows:

1.1. **"Attachment**" means any item the Solicitation requires a Bidder or Offeror to submit as part of the Offer.

1.2. **"Award"** means a determination by District that it is entering into a contract with one or more Bidders or Offerors.

1.3. "**Bid**" means a response to an invitation for bids and includes an offer to contract with District.

1.4. **"Bidder"** means a person submitting a Bid in response to an invitation for bids.

1.5. **"Contract"** means a legally binding contractual agreement, regardless of what it may be called, for the purchase of materials, services**,** construction or construction services**,** or the disposal of materials by District. "**Contract"** includes the combination of the Solicitation, including the Uniform and Special Instructions, the General and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Addendums or Contract Amendments; and any terms applied by law. A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contract, if any, are superseded by the Contract or agreement, and is signed by the District Representative.

1.6. **"Contract Amendment"** means a written document that is authorized by the District Representative and issued by District for the purpose of making changes to the Contract.

1.7. **"Contractor"** means any person who has a contract with District. An Offeror or Bidder who has been awarded a Contract by District is a Contractor of District.

1.8. **"Days"** means calendar days unless otherwise specified, and time measured in days in which an act is required to be done shall be computed according to A.R.S. §1-243.

1.9. "**District**" means Mesa Unified School District No. 4.

1.10. **"District Representative"** means Michelle Hamilton, Director of Purchasing, or her designee.

1.11. **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.12. **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.

1.13. **"Offer"** means Bid, Proposal, or quotation.

1.14. **"Offer Deadline"** means the exact date and time when no Offer submitted thereafter may be considered or accepted by District.

1.15. **"Offeror"** means a person submitting a Proposal in response to a request for proposals.

1.16. **"Proposal"** means a response to a request for proposals and includes an Offer to contract with District.

1.17. **"Purchase Order"** means a document issued by District, in writing or electronically, and identified as a Purchase Order that authorizes Contractor to proceed with fulfillment of all or part of an awarded Contract by delivery of materials or services in quantities and at times and locations specified in the Purchase Order.

1.18. **"Responsible Bidder or Offeror"** means a person who at the time of Contract Award has the capability to perform the Contract requirements and the integrity and reliability which will assure good faith performance.

1.19. **"Responsive Bidder or Offeror"** means a person who submits an Offer that reasonably and substantially conforms to all material requirements of the Solicitation.

1.20. **"Solicitation"** means an invitation for bids, an invitation to submit technical offers, a request for proposals, a request for qualification, or any other invitation or request by which District invites a person to participate in a procurement. A Solicitation includes, in addition to the Invitation for Bid or Request for Proposal, the Uniform Instructions for Offers, General Terms and Conditions for Contract, Special Terms and Conditions for Contract, Statement of Scope of Work/Specifications, Solicitation Addendums, and Solicitation Exhibits and Attachments.

1.21. **"Solicitation Addendum"** means a written document that is authorized by the District Representative and issued by District for the purpose of making changes, clarifications, or additions to the Solicitation.

1.22. "**The Solicitation Contact Person"** for the Solicitation is the procurement specialist supervisor designated on the first page of the Solicitation**.**

1.23. **"Subcontract"** means any Contract, express or implied, between Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

2. PRE-OFFER INQUIRIES

2.1. Duty to Examine. It is the responsibility of the Bidder or Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer Deadline.

2.2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation Contact Person. The Bidder or Offeror shall not contact or direct inquiries concerning the Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation Contact Person as a contact.

2.3. Submission of Inquiries. The Solicitation Contact Person may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing the inquiry since it may then be identified as an Offer and not be opened until after the Offer Deadline.

2.4. Requests for Exceptions. A Bidder or Offeror may submit to the Solicitation Contact Person a written request for an unsubstantial, nonmaterial exception or deviation to a specific term, condition, or other provision in the Solicitation. Requests for an exception must identify the specific condition, term, or other provision to be excepted or modified and clearly state any proposed substitutions or modifications thereto.

A requested exception that substantially or materially alters a term, condition, or other provision shall be rejected. The District Representative or designee shall determine, in his or her sole discretion, whether an exception is substantial or material and advise the Bidder or Offeror of the decision. Submission of the Bidder's or Offeror's preprinted contract in place of the General or Special Terms and Conditions of a Solicitation shall be rejected.

A request for exceptions must be submitted to the District Representative not less than ten (10) days prior to the Solicitation Deadline. A request for exceptions shall not be accepted, in whole or in part, unless accepted in writing by the Solicitation Contact Person or District Representative.

If the Bidder or Offeror does not receive District's written response to a request for exceptions prior to the Solicitation Deadline, the Bidder or Offeror may restate the request for exception in its Acknowledgment and Acceptance of Terms and Conditions of Solicitation form. A request for exceptions in the form will be considered by District when evaluating the Offer. If the request for exceptions is not acceptable, District will reject the Offer.

2.5. Timeliness. Any inquiry shall be submitted as soon as possible and at least ten (10) days before the Offer Deadline. Failure to do so may result in the inquiry not being answered.

2.6. No Reliance on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Addendum. A Bidder or Offeror may not rely on verbal responses from the Solicitation Contact Person to inquiries.

2.7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under the Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder or Offeror should raise any questions it may have about the Solicitation at the conference. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Contact Person. Requests should be made as early as possible to allow time to arrange for the accommodation.

Verbal responses to questions raised at the conference shall not amend the Solicitation. If an issue is raised at the conference that results in a decision by District to amend the Solicitation, the Solicitation may be amended only by issuance of a written Solicitation Addendum. A Bidder or Offeror may not rely on any verbal responses to questions at the conference.

3. OFFER PREPARATION

3.1. Forms: No Facsimile or Electronic Offers. An Offer shall be submitted either on the forms provided in the Solicitation or their substantial equivalent. Any substitute document for the forms provided in the Solicitation must be legible and contain the same information requested on the form. A facsimile, electronic, or mailgram offer shall be rejected.

3.2. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations, or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

3.3. Acknowledgement and Acceptance Form: The Acknowledgement and Acceptance of Terms and Conditions of Solicitation form must be submitted with the Offer and signed by a representative of the Bidder or Offeror.

All exceptions or modifications requested by the Bidder or Offeror, regardless of whether District previously accepted the requested exceptions or modifications requested by the Bidder or Offeror, must be clearly set forth in the Acknowledgement and Acceptance of Terms and Conditions of Solicitation form. Any exceptions or modifications set forth in the form that have not been previously accepted by District, may be rejected if District determines, in its sole judgment, that the a requested exception or modification would substantially or materially alters a term, condition, or other provision of the Solicitation. Unacceptable exceptions or modifications shall remove the Offer from consideration for award.

3.4. Offer and Acceptance Form. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and signature by authorized representative of the Bidder or Offeror. The signature shall signify the Bidder's or Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, may result in rejection of the Offer.

3.5. Subcontractors. A Bidder or Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

3.6. Cost of Offer Preparation. District will not reimburse a Bidder or Offeror for the cost of responding to a Solicitation.

3.7. Solicitation Addendum. Unless otherwise stated in the Solicitation, each Solicitation Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer Deadline. Failure to return a signed copy of a material Solicitation Addendum or to follow the instructions for acknowledgement of the Solicitation Addendum may result in rejection of the Offer.

3.8. Tax Identification Numbers. A Bidder or Offeror must provide his or her Arizona Transaction Privilege Tax number and/or Federal Employer Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Cost Form.

3.9. Taxes. Prices stated in a Solicitation shall not include applicable state and local taxes. District is exempt from paying federal excise tax and state property taxes. District is not exempt from state and local transaction privilege (sales) taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of the State is not a factor in determining the lowest Bidder.

3.10. Shipping/Delivery. Terms and conditions relating to shipping and delivery are "FOB Destination, Freight Prepaid and Allowed." The shipping and delivery terms are further described in the General Terms and Conditions of Contract and are subject to modification in the Special Requirements of Solicitation, if any, for this Solicitation.

3.11. Order of Precedence. A Solicitation includes, in addition to the Invitation for Bid or Request for Proposal, the following documents listed in their order of precedence:

1st Solicitation Addendums

2nd Special Requirements of Solicitation

3rd General Terms and Conditions of Contract

4th Statement of Scope of Work/Specifications

5th Solicitation Attachments and Exhibits

6th Uniform Instructions for Offers

In the event of a conflict between provisions in two or more of the foregoing Solicitation documents, the document having a higher order of precedence will prevail over the other document or documents with conflicting provisions.

4. SUBMISSION OF OFFER

4.1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in the Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.

4.2. Offer Amendment or Withdrawal. The Bidder or Offeror may withdraw an Offer any time prior to the Offer Deadline. The Offer may not be amended or withdrawn after the Offer Deadline, except as otherwise provided under applicable law.

4.3. Confidential Information.

4.3.1. Request for Confidentiality. If a Bidder or Offeror believes that its Offer contains confidential trade secrets or other proprietary information that should not be disclosed, the Bidder or Offeror may submit to the District Representative and the Solicitation Contact Person a Request for Confidentiality of Proprietary Information form that identifies the specific information and explains why it should be protected from disclosure. All information proposed for protection from disclosure shall be so identified wherever it appears in the Offer. The District Representative shall review the statement and provide the determination in writing whether the information shall be protected. If the District Representative determines that the information shall be protected from disclosure, the District Representative shall inform the Bidder or Offeror in writing of such determination. Requests to protect pricing information or the entire Offer from disclosure will be denied.

4.3.2. Public record. All contents of an Offer submitted in response to a Solicitation, other than those items determined by the District Representative to be confidential will become a matter of public record available for review after Award notification.

4.4. Certifications of Bidder or Offeror. By signing the Offer and Acceptance Form, the Bidder or Offeror certifies the following:

4.4.1. The Bidder or Offeror has examined and understands the terms, conditions, scope of work/services and specification, and other documents in the Solicitation.

4.4.2. The Offer is genuine and not made in the interest of, or on behalf of, any persons not herein named. The Bidder or Offeror, including its owners, employees, and agents, have not directly or indirectly induced or solicited: (i) a Bidder to put in a sham Offer; (ii) any other person, firm or corporation to refrain from submitting an Offer; or (iii) in any other manner sought to secure for itself an advantage over any other Bidder or Offeror or to produce a deceptive show of competition in the matter of the Offer or Award of a Contract under the Solicitation.

4.4.3. The Bidder or Offeror has not given, has not offered to give, or does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity,

special discount, trip, favor, or service to a District official or employee in connection with the submitted Offer.

4.4.4. The Bidder or Offeror, including its owners, employees, and agents directly involved in obtaining contracts with the State of Arizona, or any subdivision of the state has not been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.

4.4.5. The Bidder or Offeror is not currently suspended, debarred, or otherwise precluded from participating in any public procurement activity with any federal, state, or local government entity.

4.4.6. If awarded a Contract, the Bidder or Offeror shall provide the equipment, commodities, and/or services in accordance with the terms, conditions, scope of work/services, specifications, and other documents of the Solicitation.

4.4.7. The Bidder or Offeror is not engaged in and for the duration of the contact will not engage in a boycott of Israel.

5. ADDITIONAL OFFER INFORMATION

5.1. Late Offers. An Offer submitted after the Offer Deadline shall be rejected.

5.2. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.3. Confirmation. District may contact the Bidder or Offeror to confirm its understanding of the Offer. Such contact shall occur after the Offer Deadline and prior to award. District shall seek written confirmation from the Bidder or Offeror and shall retain the request and confirmation, if obtained, in the procurement file.

5.4. Offer Acceptance Period. The Bidder or Offeror shall hold its Offer open for the later of (i) the number of days after the Offer Deadline stated in the Solicitation or (ii) ninety (90) days.

5.5. Rights of Waiver, Rejection, and Cancellation. Notwithstanding any other provision of the Solicitation, District may waive any minor informality, reject any and all Offers or portions thereof, or cancel a Solicitation.

6. AWARD

6.1. Basis of Award. An Award will be made to the Responsible Bidder or Offeror whose Offer is determined to be:

6.1.1. For an invitation for Bid, the lowest responsible and responsive Bid or Bids that conform in all material respects to the requirements of the Solicitation and evaluation factors, if any, set forth the Special Requirements of Solicitation.

If a Bidder is awarded a Contract and is unable to meet its contractual obligations, District may cancel the Contract and award a Contract to the next lowest ranked Bidder if this determination occurs within a reasonable time period after the original Contract Award.

6.1.2. For a request for proposal, the Proposal or Proposals that are determined in writing to be the most advantageous to District based on the requirements of the Solicitation and evaluation factors set forth in the Special Requirements of Solicitation.

District will evaluate and determine which Proposals are acceptable and unacceptable for further consideration. If determined to be in the best interest of District, District may request interviews with the Offerors determined to be most likely to meet the requirements to discuss cost and/or other portions of the Proposal.

No requirement or factor may be used in the evaluation of offers that is not set forth in the Solicitation. The amount of any applicable transaction privilege or use tax of a political subdivision of the State shall not be a factor in determining the lowest Bid or most advantageous Proposal.

6.2. Multiple Awards. District may award multiple contracts from the Solicitation. The decision to award a single contract, award multiple contracts, or make no award rests solely with District. A multiple Award shall be made only if the District Representative determines in writing, prior to making an award that a multiple Award is necessary and is advantageous to District.

In determining whether to award multiple contracts, District will assess whether multiple vendors are necessary and advantageous to ensure the availability of goods or services that fully conform to District's requirements at the time, place and manner needed by District. If District determines that multiple contracts are necessary and advantageous, District will determine the least number of Contractors that are needed and award Contracts to, if an invitation to bid, the Bidders who submitted the lowest responsible and responsive Bids; and, if a request for proposal, the Offerors who submitted the most advantageous Proposals to District.

When determining whether to award of multiple contracts, District may consider a variety of factors, including without limitation: District's experience with existing products and systems, brand continuity for parts replacement, increased demand for goods or services, a single Contractor's ability to provide for District's needs, bonding capacity, Contractor's location and service areas, District's past experience with Contracts for similar product/services, and other relevant criteria, including the criteria set forth in school district procurement code R7-2-1024(B)(1)(D): whether contracts will be awarded by individual line items or groups of line items, by increments, or by designated regions or locations.

If the solicitation is for a cooperative procurement, District will determine whether to award multiple contracts by applying the foregoing criteria with consideration to the likelihood that other cooperative members will make purchases from the same contract or contracts.

6.3. Formation of Contract. A response to the Solicitation is an offer to contract with District based upon the terms, conditions, scope of work/services, and specifications contained in the Solicitation. An Offer does not become a contract unless and until District accepts it. A contract is formed when the District Representative signs the Award document on behalf of District. No work may commence or products be delivered until District has issued a Purchase Order to Contractor.

7. PROTESTS

A protest of a Solicitation or Award may be made by an interested party as defined by the School District Procurement Code. The protest shall comply with and be resolved according to Rules R7-2-1141 through R7-2-1153 of the School District Procurement Code. Protests shall be in writing and be filed with the District Representative. A protest based on alleged improprieties that are apparent before the Offer Deadline must be delivered to the District Representative before the Offer Deadline. A protest of a Solicitation or Award for any other reason must be delivered to the District Representative within ten (10) days after District makes the Bid file available for public inspection, unless the District Representative finds good cause for the delay of the interested party. A protest shall include:

- The name, addresses, and telephone number of the interested party;
- The signature of the interested party or its representative;
- Identification of the purchasing agency and the Solicitation or Contract number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

General Terms and Conditions of Contract

All Contracts awarded by District are subject to the following terms and conditions. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in this General Terms and Conditions of Contract. Provisions of this General Terms and Conditions of Contract may be superseded by the Special Requirements of Solicitation, if any, of this Solicitation.

1. CANCELLATION

1.1. Cancellation for Bankruptcy or Acquisition. District reserves the right to cancel, or suspend the use of, any Contract if Contractor files for bankruptcy protection, or is acquired by an independent third party.

1.2. Cancellation for Conflict of Interest. District may cancel the Contract pursuant to A.R.S. §38-511 for conflict of interest.

1.3. Cancellation for Convenience. District reserves the right to immediately cancel the Contract without penalty or recourse, in whole or in part, when District determines cancellation to be in its best interests. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable Contract pricing for authorized work in progress, authorized work completed, and materials accepted before the effective date of the cancellation.

1.4. Cancellation for Non-performance or Contractor Deficiency. District reserves the right to cancel the whole or any part of the Contract due to failure by Contractor to carry out any obligation, term, or condition of the Contract. District may issue a written deficiency notice to Contractor for any of the following:

- Failing to comply with the accepted terms and conditions of the Contract;
- Providing material that does not meet the specifications of the Contract;
- Providing work and/or material that was not awarded under the Contract;
- Failing to adequately perform the services set forth in the scope of work/services and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the Contract and/or giving District reason to believe that Contractor will not or cannot perform the requirements of the Contract;
- Performing work or providing services under the Contract prior to receiving a District-reviewed purchase order for such work.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to District to adequately address all issues of concern. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation, all goods, materials, and work paid for by District, along with documents, data, and reports prepared by Contractor under the Contract shall become the property of District.

1.5. Cancellation for Replacement. District reserves the right to cancel the Contract awarded under a Solicitation and replace it with a newer Contract awarded to the same Contractor for similar goods and services. District may, at its option, replace the Contract awarded from the

Solicitation or delay a new Award until the existing Contract expires. The decision to replace the Contract rests solely with District.

1.6. Continuation of Performance. Contractor shall continue to perform in accordance with the requirements of the Contract, up to the date of cancellation and as directed in the cancellation notice.

1.7. Cancellation for Improper Conduct. District may cancel the Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any employee or official of District with a view toward securing a contract or with respect to the performance of this Contract. Paying the expenses of normal business meals shall be in accordance with District's policy regarding gratuities. Samples of software, equipment, or hardware provided to District for demonstration or evaluation are not considered gratuities.

1.8. Cancellation by Contractor. Unless otherwise provided in the Special Requirements of Solicitation, if any, Contractor may cancel the Contract by delivery of prior written notice during the 60-day period prior to an annual contract renewal. Termination shall have no effect on projects in progress at the time that a notice of cancellation is received by District.

1.9. Cancellation for Lack of Appropriation. District may cancel the Contract if the Legislature of the State of Arizona at any time fails to appropriate funds necessary for the District to perform the Contract.

2. CONTRACT ADMINISTRATION

2.1. Records and Audit. Contractor shall retain and, by contract, shall require each subcontractor to retain all books, accounts, reports, files, and other records, whether in written or electronic form, relating to the acquisition and performance of the Contract (the "Records") for a period of five years after the completion of the Contract. At any time during the term of this Contract and five (5) years thereafter, the Records shall be subject to inspection and audit by District at reasonable times. Upon request, Contractor shall produce a legible copy of any or all such Records.

2.2. Compliance with Prior Certifications. Upon Award of a Contract, Contractor shall continue to fully comply with all certifications provided to District in the Uniform Rules for Offer of the Solicitation.

2.3. Inspection and Testing. Contractor agrees to permit access to its facilities, subcontractor facilities, and Contractor's processes for producing the materials at a reasonable time for inspection of the materials and services covered under the Contract. District shall also have the right to test at its own cost the materials to be supplied under the Contract. Inspection at Contractor's facilities or testing shall not constitute final acceptance of the materials. If District determines non-compliance of the materials, Contractor shall be responsible for the payment of all costs incurred by District for testing and inspection.

2.4. Notices. Notices to Contractor required by the Contract shall be made by District to the person indicated on the Offer and Acceptance form submitted by Contractor. Notices to District required by the Contract shall be made by Contractor to Solicitation Contact Person

indicated on the Solicitation cover sheet. The Solicitation Contact Person and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice, and an Amendment to the Contract shall not be necessary.

2.5. Property of District. Any materials, including reports, computer programs, and other deliverables, created under the Contract shall be the sole property of District. Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Contractor shall not use or release these materials without the prior written consent of District.

2.6. Advertising. Contractor shall not advertise or publish information for commercial benefit concerning the Contract or its working relationship with District without prior written approval of the District Representative.

3. CONTRACT AMENDMENTS

3.1. Amendments. The Contract is issued under the authority of the District Representative. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by Contractor are violations of the Contract. Such changes, including unauthorized written Contract Amendments, shall be void and without effect.

3.2. Subcontracts. Contractor shall not enter into any Subcontract under the Contract without the advance written approval of the Solicitation Contact Person. The Subcontract shall require the subcontractor to comply with the terms and conditions of the Contract.

3.3. Assignment and Delegation. Contractor shall not assign any right nor delegate any duty under the Contract without the prior written approval of the District Representative.

4. CONTRACT CLAIMS

All claims and controversies under the Contract shall be resolved according to A.R.S. §15-213 and the School District Procurement Code.

5. CONTRACT INTERPRETATION

5.1. Governing Law. The Contract is governed by Arizona law, including the School District Procurement Code.

5.2. Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by District, the following order of precedence shall prevail:

1st Solicitation Addendums
2nd Special Requirements of Solicitation
3rd General Terms and Conditions of Contract
4th Statement of Scope of Work/Specifications
5th Solicitation Attachments and Exhibits
6th Uniform Instructions for Offers

A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contact, if any, are superseded by the contract or agreement, and is signed by the District Representative.

5.3. Severability. The provisions of the Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

5.4. No Parole Evidence. The Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in the Contract.

5.5. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing to the nonconforming performance knows of the nature of the performance and fails to object to it.

6. CONTRACTUAL REMEDIES

6.1. Right to Assurance. If District in good faith has reason to believe that Contractor does not intend to, or is unable to perform or continue performing the Contract, District may demand in writing that Contractor give a written assurance of intent or ability to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand will be treated as an anticipatory breach of the Contract. Upon anticipatory breach, District may pursue all remedies, including termination of the Contract.

6.2. Stop Work Order.

- District may, at any time, by written order to Contractor, require Contractor to stop all or any part, of the work called for by the Contract for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

- If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The District Representative shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

6.3. Nonconforming Tender. Products and materials supplied under the Contract shall fully comply with the Contract. The delivery of products and materials or a portion thereof in an installment that do not fully comply with the Contract constitutes a breach of contract. On delivery of nonconforming materials, District may terminate the Contract or pursue any other right or remedy available to it.

6.4. Right to Offset. District shall be entitled to offset against any sums due Contractor, any expenses, costs or damages incurred by District as a result of Contractor's nonconforming performance or failure to perform the Contract.

6.5. Non-exclusive Remedies. The rights and the remedies of the parties under the Contract are not exclusive.

6.6. Force Majeure. Except for payment of sums due, a party shall not be liable to the other or deemed in default under the Contract if and to the extent that such party's performance of the Contract is prevented by reason of Force Majeure. As used in the Contract, the term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault, negligence, or reasonable diligence. Force Majeure includes acts of God; acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fire, flood, lockouts; or failures or refusals to act by government authority. Force Majeure shall not include any of the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a Force Majeure as defined in the Contract
- Inability of either Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If delayed in the progress of work by Force Majeure, the delayed party shall deliver written notice to the other party as soon as soon as practicable.
The notice shall specify the cause of the delay and estimate the time for performance. A delay or failure in performance by either party shall not constitute default or give rise to a claim for damages, to the extent that such delay or failure is caused by a Force Majeure.

7. FEDERAL AND STATE REQUIREMENTS

7.1. Fingerprinting Requirements. Contractor, including any employee of Contractor, a subcontractor and employee of a subcontractor, who is contracted to supply services on a regular basis (at least five (5) times during a month) at a District school shall at its own expense, obtain a valid fingerprint clearance card in accordance with A.R.S. §41-1758 and present it to District or school prior to commencement of services. An exception to this requirement may be made as authorized in Governing Board policy.

7.2. E-Verification. Contractor agrees to comply and maintain compliance with FINA, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance of federal immigration laws by employers, contractors, and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

7.3. Registered Sex Offender Restriction. Contractor agrees that no employee or agent of Contractor or a subcontractor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. Contractor further agrees that a violation of this

condition shall be considered a material breach and may result in a cancellation of the Contract at District's discretion.

7.4 Non-Discrimination. Contractor shall comply with all applicable state executive orders and federal and state laws, rules and regulations that protect persons from illegal discrimination on the basis of race, color, religion, national origin, sex, disability, and age.

7.5. Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under the Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work/services that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors.

7.6. Terrorism Country Divestments. In accordance with A.R.S. §35-392, District is prohibited from purchasing a company that is in violation of the Export Administration Act.

8. INSURANCE AND SAFETY

8.1. Insurance. Contractor shall procure and maintain until all of its obligations under the Contract have been fully discharged, comprehensive insurance against claims for injury to persons or damage to property which may arise from or in connection with the work performed and material delivered by Contractor or subcontractors. Contractor must have workers compensation insurance unless except by Arizona law. The insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in the Solicitation.

8.2. Insurance Coverage. Unless other coverage's or amounts are specified in the Special Requirements of Solicitation, Contractor shall provide coverage's with limits of liability not less than the following:

Commercial General Liability – Liability arising out of activities performed by or on behalf of Contractor

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

The policy shall be endorsed to include the following specific language: "Mesa Unified School District #4 is named as additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor."

Automobile Liability – Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of the Contract

Combined Single Limit (CSL)	$1,000,000

The policy shall be endorsed to include the following language: "Mesa Unified School District #4 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor, including automobiles owned, leased, hired or borrowed by Contractor."

Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability:	
Each Accident	$100,000
Disease -Each Employee	$100,000
Disease -Policy Limit	$500,000

Property Insurance

Contractors awarded contracts for construction or expansion of buildings shall obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.

8.3. Additional Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

- Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
- Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

8.4. Safety. Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and District property from damage, loss, or injury resulting from the activities of Contractor, including its employees and subcontractors. Contractor shall comply with all applicable federal, state and local government job safety requirements, including the Occupational Safety Health Act.

9. LICENSES

Contractor shall maintain in current status all federal, state, and local licenses, bonds, and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. District reserves the right to stop work and/or cancel the contract of any Contractor whose license(s) expire, lapse, are suspended, or are terminated.

10. PAYMENT

10.1. Contractor Invoice. Contractor shall invoice District after delivery of goods and/or services. All invoices shall list the specific items being billed, purchase order number, and Bid number of the Solicitation. Taxes shall be listed separately from the item cost. Contractor shall send invoices to District's Accounts Payable Department, 143 S. Alma School Road, Mesa, AZ 85201. All transactions are payable in U.S. currency only.

10.2. Contractor Payment. District shall issue payment to Contractor after receipt of invoice. Payment terms are net thirty (30) days from receipt of Contractor's invoice.

10.3. IRS W-9. Contractor shall have a current I.R.S. W-9 Form on file with District to receive payment under the Contract.

10.4. Correct Billing. Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, Contractor must correct invoices resulting in excess charges, no matter the cause of the error or the delay in noticing error. Any excess payment must be returned to District within the time allowed by law, in the form of a check or credit memo, as determined by District.

10.5. Progress Payments. District may make progress payments under the following conditions: 1) District and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) District accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments must be made in full compliance with District's local governing entity rules and any and all other applicable state rules and regulations.

11. PRICE AND PRODUCT CHANGES

11.1. Current Products. Contracts shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the Bid is submitted.

11.2. Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may request to replace the discontinued product with an acceptable alternate. District may require satisfactory evidence that the product has been discontinued, that the proposed alternate meets or exceeds the Contract specifications, and that the price of the proposed alternate is equal to or less than that of the discontinued product. District, in its sole discretion, may approve the request by issuing notice to the Contractor or a Contract amendment. Upon approval by District, Contractor shall make available electronic price lists/catalog updates at no additional cost to District.

11.3. Price Adjustments.

11.3.1 Price Increases. Prices shall be firm for the initial term of the Contract. Contractor may submit to the District Representative a fully documented request for a price increase not more than 90 days and not less than 60 days prior to the renewal date

of the Contract. A price increase adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process.

The District Representative shall determine whether the requested price increase or any other option is in the best interest of District. The District Representative may require satisfactory evidence that manufacturers, suppliers, or service providers to Contractor have imposed or announced cost increases that contribute directly and substantially to Contractor's cost of doing business. A price increase, if approved, shall be effective upon the effective date of the Contract extension.

11.3.2 Price Decreases. During the term of the Contract, Contractor shall offer to District an equivalent price reduction for any Contract product if Contractor publishes a price reduction for the Contract product for other customers of Contractor. District may accept a price reduction at its discretion.

12. RELATIONSHIP OF PARTIES

12.1. Independent Contractor. Contractor is an independent contractor to District.

12.2. No Contractual Relationship with Subcontractor. District shall have no contractual relationship with a subcontractor.

12.3. Affordable Care Act. Contractor understands and agrees that it shall be solely responsible for its compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to District as required by state or federal law.

13. RISK AND LIABILITY

13.1. Risk of Loss. Contractor shall bear all loss of conforming material covered under the Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt of goods or services does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with Contractor regardless of receipt.

13.2. General Indemnification. Contractor shall indemnify, defend, save, and hold harmless District and its Governing Board members, employees, and agents (hereinafter referred to collectively as "District") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to collectively as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that District shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of District, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In

consideration of the Award of the Contract, Contractor agrees to waive all rights of subrogation against District for losses arising from the work performed by Contractor for District.

13.3. Indemnification – Patent and Copyright. To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by District of materials furnished or work performed under the Contract. District shall reasonably notify Contractor of any claim for which it may be liable under this paragraph.

13.4 Third Party Antitrust Violations. Contractor assigns to District any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

14. SHIPPING/DELIVERY

14.1. Shipping Terms/Transfer of Title. Shipments shall be F.O.B. Destination (District), Freight Prepaid and Allowed. Title and risk of loss shall not pass to District until District receives the products or materials at delivery point, unless otherwise provided in the Special Requirements of Solicitation, if any.

14.2. Shipment Under Reservation. Contractor shall not ship under reservation and no tender of a bill of lading shall operate as a tender of the products or materials.

14.3. Shipping Charges. District shall have no responsibility for cost of shipping unless specified in the Special Requirements of Solicitation, if any.

14.4. Shipping Errors/Risk of Transportation. Shipping errors will be at Contractor's expense. If Contractor ships products or materials that were not ordered, Contractor shall pay for return shipment at the convenience of District. All risk of transportation and all related charges shall be Contractor's responsibility. Contractor shall file all claims for visible or concealed damage. District will notify Contractor promptly of any damaged products and shall assist Contractor in arranging for inspection.

15. TAXES

15.1. Payment of Taxes. District is responsible for payment of all taxes listed on the invoice. Contractor is responsible for collecting such taxes and forwarding all taxes to the proper revenue office.

15.2. Pre-tax Prices. Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by District.

15.3. Federal Excise Tax. District is exempt from paying federal excise tax.

15.4. Property Taxes. District is exempt from state and county property taxes.

15.5. State and Local Transaction Privilege (Sales) Taxes. District is subject to applicable state and local transaction privilege taxes. Failure to collect taxes from District does not relieve Contractor from its obligation to remit taxes to the proper revenue office.

15.6. Tax and Withholding Indemnification. Contractor and all subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by Contractor or subcontractor. Contractor shall hold District harmless, and shall require its subcontractors to hold District harmless from any responsibility for taxes and contributions required under federal and/or state and local laws and regulations, including transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation.

16. TERM OF CONTRACT AND EXTENSIONS

16.1. Contract Term. The initial term of the Contract shall be one (1) calendar year from the effective date of Contract Award, unless otherwise specified in the Special Requirements of Solicitation.

16.2. Contract Extension. By mutual written agreement between District and Contractor, the Contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. District will determine whether it is in District's best interests to agree to a Contract extension. The factors used to make this determination may include, without limitation, Contractor's satisfactory performance of the Contract, the likelihood of continued satisfactory performance, including competitive prices for Contract products, materials and services, and the likelihood that District will need to purchase from the Contract. The Contract will expire unless renewed by issuance of written notice by District or a purchase order for the term of the extension.

16.3. Month-to-Month Extension. District may offer month-to-month extensions if that is determined to be in the best interests of District.

17. WARRANTY/QUALITY GUARANTEES

17.1. Fitness. Contractor warrants that all equipment, material and services supplied to District shall fully conform to all requirements of the Contract and all representations of Contractor, and shall be fit for all purposes and uses required by the Contract.

17.2. Inspection. Contractor's warranties and certifications set forth in the Solicitation shall not be affected by inspection, testing, or payment for the equipment, materials, or services by District.

17.3. Quality. Unless otherwise specified in the Special Requirements of Solicitation, Contractor warrants that for one (1) year after acceptance by District, the equipment, materials, and service shall be:

- Of a quality to pass without objection in the industry or trade normally associated with them;
- Fit for the intended purposes for which they are used;

- Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the Contract;
- Adequately contained, packaged and marked as the Contract may require; and
- In conformance with the written promises or affirmations of fact made by Contractor.

17.4. Compliance with Applicable Laws. The equipment, materials, and services supplied under the Contract shall comply with all applicable federal, state, and local laws, and the Contract shall maintain all applicable licenses and permits.

17.5. Warranty Requirements. Contractor warrants that all equipment, materials, and services delivered under this Contract shall conform to the specifications of the Solicitation. Unless stated otherwise, all equipment shall carry a minimum 12-month manufacturer's warranty, including parts and labor. Contractor agrees to help District reach resolution in a dispute with the manufacturer over warranty coverage. Any extended manufacturer's warranty shall be passed on to District without exception. District reserves the right to cancel the Contract if Contractor charges District for a replacement part that Contractor received at no cost under a warranty.

17.6. No Liens. Contractor warrants that the materials supplied under the Contract are free of liens.

17.7. Survival of Rights and Obligations.

- Contractor's Representations and Warranties. All representations and warranties made by Contractor under the Contract shall survive the expiration or termination of the Contract
- Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and comply with all purchase orders received by Contractor prior to the expiration or termination of the Contract, unless otherwise directed in writing by the District Representative.

Special Requirements of Solicitation

The following special instructions, terms and conditions are in addition to the Uniform Instructions for Offers and General Terms and Conditions of Contract. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in the Special Requirements of Solicitation.

Submission of Offer

Secure electronic submission via ProcureNow. Each Offer shall be submitted using the ProcureNow link provided within the solicitation. See Cover Letter for the ProcureNow link and instructions on how to submit Offer.

Electronic Notary Services

To locate an online/e-notary click here: https://azsos.gov/business/notary/enotary

Volume and Other Discounts

Volume. District encourages the Bidder/Offeror to consider and, in its discretion, include in its Offer discounts based on the volume of purchases by the Districts and members of a purchasing cooperative from the Contract awarded by District. If a volume discount is offered, the discount shall be defined and applied as an additional discount to any other discount price specified in the Offer. Such discounts include:

- A single purchase order of District from the Contract in excess of a dollar amount.
- Subsequent purchase orders of District from the Contract after a cumulative dollar amount has been met by previous purchase orders of District.
- Subsequent purchase orders of District or any cooperative member after a cumulative dollar amount has been met by previous purchased orders of District or any cooperative member from the Contract.

Other. Offerors may offer any other type of discount, rebate, or special pricing that will result in reduced pricing. Such discounts include electronic access ordering, prepayment plans, deposit accounts, and approval plans for agencies legally authorized to use them.

Contract Term

The initial term of the Contract shall be one (1) calendar year from the effective date of Contract Award. The Contract shall begin July 1, 2020.

Evaluation Factors for Proposals

District will assess each Proposal using the evaluation criteria listed below in their relative order of importance:

A. Abilities: to meet and satisfy the needs of the District, taking into consideration additional services, specialized services or expertise offered that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications.

B. Qualifications: to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence in providing these services to other school districts.

C. Cost: While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

D. Responsiveness: The responsiveness of the Proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP.

Scope of Work

SUMMARY

Mesa Public Schools, on behalf of the S.A.V.E. consortium members, seeks to create a multi-term contract with several qualified legal firms, for a period of up to five years, to provide legal services on an "as needed" basis. It is the intent of the District to award this contract to as many vendors as necessary to supply the participating districts with sufficient legal services coverage for current and future needs. The actual usage of this contract will be at the discretion of each participating District/Public Entity.

DISTRICT BACKGROUND

Mesa Public Schools is located in the East Valley of the Metropolitan Phoenix area. Mesa Schools is the largest school district in the State of Arizona and covers approximately 200 square miles. The District consists of 6 high schools, 9 junior high schools, 55 elementary schools and various choice and focus schools. Student enrollment is approximately 63,500. Mesa Public Schools also employs approximately 10,000 full and part time employees located in schools and various departments throughout Mesa, Chandler and Apache Junction.

SERVICES TO BE PROVIDED

The legal services requested by the named members may include, but are not necessarily limited to, the following:

A. Advice and representation in cooperation with the entities named herein.

B. Investigation, legal research, drafting pleadings and legal memoranda, and formal representation of the District in administrative hearings and federal and state court.

C. Legal advice and representation of the District in litigation on an as-required basis on any or all matters. The legal services may be in addition to, or outside of, services normally provided by the District's in-house legal counsel or the Arizona School Risk Retention Trust, Inc., if applicable, and may include but are not limited to:

- Bond Counsel Services
- Construction Disputes
- Employment Law – Federal and State
- Employee Discipline and Termination
- Employment Contracts
- Personal Injury and Other Tort Liability
- Federal Programs, including Title I and Medicaid Reimbursement
- First Amendment and Other Civil Rights Claims
- Governing Board Authority and Liability
- Governing Board Policies and Procedures
- Insurance Contracts
- Intergovernmental Agreements
- Intellectual Property – Copyrights

- Payroll Issues
- Procurement Law
- Public Record Laws
- Open Meeting Laws
- OSHA Compliance
- Real Estate Acquisitions/Disposals, Easements, and Leases
- Statutory and Regulatory Interpretation
- Special Education and Section 504 of the Rehabilitation Act
- Taxation – State and Local Sales, Use, and Property Tax
- Student Discipline and Expulsion
- Workers' Compensation
- Litigation for Electronic Cigarette/Vaping

D. Other required services include all clerical assistance, printing, and duplicating. District personnel will be made available, when appropriate, to provide necessary assistance, such as research of historical records or other information needed to perform comprehensive legal services for the District.

E. Regular accounting and billing for services and expenses shall be required.

F. The organization must agree not to engage in private litigation against the District without first obtaining written permission to do so from the Governing Board during the effective period of the agreement.

QUESTIONNAIRE (Tab 2) – Please provide the following information within your offer.

Be sure to label your answers so they correspond with the questions listed.

General Information

1. Provide a brief history of your organization, with information regarding its work with school districts.

2. Detail the area of expertise, experience, and qualifications of each lawyer member of your organization who may do legal work for the District.

3. If your firm offers to perform litigation services for the District, provide court reporter or Westlaw citations for a sample of reported decisions in which a member of your firm, who may do legal work for the District, participated.

4. Please advise if a complaint has been filed with the Arizona Bar Association against any member of your organization who may do legal work for the District. If information about the complaint is not available via the Arizona Bar Association website, please provide a brief description of the complaint and its resolution.

Administration

1. Provide a sample billing statement so that the District can use this as a tool in its evaluation process.

2. How will your organization use paraprofessional staff in dealing with workloads? Identify options and costs.

LEGAL SERVICES TO BE PROVIDED (Tab 2)

Please indicate below the areas for which your organization can provide legal services and are included in your proposal. **Your proposal should include a statement regarding your experience/expertise in each area indicated.**

Y / N	Legal Service
	Bond Counsel Services
	Construction Disputes
	Employee Discipline and Termination
	Employment Contracts
	Employment Law – Federal and State
	First Amendment and Other Civil Rights Claims
	Federal Programs, including Title I and Medicaid Reimbursement
	Governing Board Authority and Liability
	Governing Board Policies and Procedures
	Insurance Contracts
	Intellectual Property – Copyrights, Software Use Agreements
	Intergovernmental Agreements
	Open Meeting Laws
	OSHA Compliance
	Payroll Issues
	Personal Injury and Other Tort Liability
	Procurement Law
	Public Record Laws
	Real Estate Acquisitions/Disposals, Easements, and Leases
	Special Education and Section 504 of the Rehabilitation Act
	Statutory and Regulatory Interpretation

	Student Discipline and Expulsion
	Taxation - State and Local Sales, Use and Property Tax
	Litigation for Electronic Cigarette/Vaping
	Other (please describe in the space below)

Other:

VENDOR REFERENCE LISTING (Tab 2)

It is the Offeror's responsibility to send out a reference form to each past client making sure their client completes the form and that the **client returns the form directly** to the MUSD Purchasing Department.

Other than the information in the box at the top of the page, the Vendor Reference Form (page 30) is to be completed by your past clients. Your clients will then email the form back to the Purchasing Department (lrgarrett@mpsaz.org).

To do this, fill out the top portion on the attached Vendor Reference Form. Fax, e-mail or mail the form to clients for which you have previously provided services. All clients must be different **(cannot have multiple people evaluate from the same location)**. Clients shall complete the form and email it to the Mesa Unified School District directly, by the time and date indicated. The maximum number of references that will receive credit is five and the minimum number is three. Credit will be given to vendors with higher performing references and School District experience.

Has your firm sent the attached Vendor Reference Form to *at least* 3 client references?	Yes ☐	No ☐
Has your firm verified receipt of your submittal with each client referenced?	Yes ☐	No ☐
Has your firm given your clients a courtesy call to verify that they have sent the completed survey to Leane Garrett at lrgarrett@mpsaz.org by 2:00 PM, Local Time on Wednesday May 20, 2020?	Yes ☐	No ☐

Please list the client references below that received the Vendor Reference Form:

	Company Name	Contact Name	Contact Number
1.			
2.			
3.			
4.			
5.			

VENDOR REFERENCE FORM

1. **Top portion (in box) is to be completed by the Firm responding to this solicitation.**
2. **Bottom portion is to be completed by the *client of the responding Firm***

To the attention of: _____

Name of company providing this reference to MPS: _____

Phone: _____ **E-mail:** _____

Reference on behalf of: (**Firm Name**) _____

Subject: Mesa Public Schools RFP #21-03MP Legal Services

To Whom It May Concern,

Mesa Unified School District will use the information provided to assist in the evaluation of the above-mentioned RFP, and will be used to determine responsive and responsible procurement of the above company.

Please evaluate the performance of the company (10 - always satisfied, 5 - sometimes satisfied, and 1 - very dissatisfied). If you do not have sufficient knowledge of past performance in a particular area, mark as N/A. Comments are appreciated.

Criteria	Comments	Unit	Score
Quality of Service		(1-10)	
Quality of Product		(1-10)	
Communication with District		(1-10)	
Overall customer satisfaction based on performance		(1-10)	
Ability to grasp and understand the needs of the District		(1-10)	

TOTAL POINTS_____

Thank you for your time and effort in assisting the vendor in this important endeavor.

Please email this questionnaire to Leane Garrett at lrgarrett@mpsaz.org by Wednesday May 20, 2020 at 2:00 PM, Local Time.

Signature _____ Date _____ Title _____

Printed Name _____ Company Providing Survey _____

Vendor Cost Form (Tab 3)

Please detail all costs that could be billed. If your firm is unable to give firm pricing for the entire proposed 5-year period, please indicate so in your response to this questionnaire. You MUST give firm pricing for the 2020-2021 school year in order to be considered for a contract award. Remember to include costs and expenses that require reimbursement. Billing for different levels of personnel should be very clear and detail how phone calls are billed.

Pricing should be listed for the following contract periods:

Contract Term	Senior Attorneys	Junior Attorneys	Paralegals/Law Clerks	Other
2020-2021				
2021-2022				
2022-2023				
2023-2024				
2024-2025				

Additional fees not listed above:

Acknowledgement and Acceptance of Terms and Conditions of the Solicitation

Explanatory Note: The purpose of this form is to confirm the Bidder's or Offeror's acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions or modifications to terms or conditions that are expressly requested and have been approved prior to submission of the Offer.

The Offeror, by the undersigned representative, acknowledges and accepts all terms and conditions of the Solicitation. As used in this form, "Terms and Conditions of Solicitation" means all terms, conditions, specifications, certifications and warranties set forth in the documents that comprise the Solicitation, including the Uniform Instructions for Offers, Special Rules for Offers (if any), General Terms and Conditions of Contract, Special Requirements of Solicitation (if any), Specifications/Scope of Work, and Solicitation Addendums (if any).

Addendum Acknowledgement:

I/We have received and consider addenda through Addendum #_____.

Would you be willing to allow other members of the S.A.V.E. purchasing consortium to piggy-back and purchase from the contract if awarded through this RFP?

☐ **Yes**

☐ **No**

Your response to this question will not be used as part of the evaluation criteria. It is our intent, as a member of the SAVE, to offer other districts the opportunity to save time, effort and paperwork by combining our purchasing power, whenever possible.

Signature of Bidder or Offeror: _____

Printed Name of Bidder or Offeror: _____

Date: _____

Request for Confidentiality of Proprietary Information

Explanatory Note: The purpose of this form is to request that the District treat as confidential specific information in the Offer that the Offeror or Bidder believes is a trade secret or other proprietary information. All information that is the subject of the request for confidentiality must be designated on the page or pages of the Offer in which it appears. An explanatory statement for the request must be clearly set forth in this form. Additional pages may be attached to the form. The District Representative shall review the statement and provide the determination in writing whether the information shall be protected. If the District Representative determines that the information shall be protected from disclosure, the District Representative shall inform the Bidder or Offeror in writing of such determination. Requests to protect pricing information or the entire Offer from disclosure will be denied.

The Offeror, by the undersigned representative, requests that the specific information, described below **and** identified on the page or pages of the Offer in which it appears, be treated as confidential information and protected from disclosure to the public. Specific pages must be listed.

Note: Mark with "N/A" for each section, if not applicable. Sign and Date this form.

1. Description of specific information that is the subject of the request.

2. The reason or reasons why the information should be treated as confidential.

Signature of Bidder or Offeror: _____

Printed Name of Bidder or Offeror: _____

Date: _____

Bid Requirements & Timeline

Bid Requirements

Proposals must be submitted electronically via ProcureNow. See Cover Letter for instructions on how to submit Offer electronically using the secure ProcureNow link provided. The Mesa Unified School District No. 4 will not assume responsibility for any costs related to the preparation or submission of the bid. In order for your bid to be considered, the following should be included and should be referenced with ***sectioned tabs*:**

Tab 1: Overall Value of the Proposal (Ability Criteria)

Tab 2: Experience and Expertise including Questionnaire and Reference Listing (Qualifications Criteria)

Tab 3: Vendor Cost Form / Fee Schedule (Cost Criteria)

Tab 4: Required Documents

1. Acknowledgement and Acceptance of Terms and Conditions of Solicitation (page 40)
2. Request for Confidentiality of Proprietary Information, if needed (page 41)
3. Offer and Acceptance Form (page 43)
4. Non-collusion Affidavit (page 44)
5. W-9 Form
6. Certificate of Insurance
7. A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the proposal are to be included, plus a formula or explanation of how these additional costs will be determined and billed to the District.
8. The form of contract for any award made as a result of this proposal will be a district purchase order (issued annually), referencing this proposal, which shall be considered a part of the contract. The amount will be based upon the fees shown in the proposal, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposal contract must be included with the proposal.

Solicitation Timeline

Notice of RFP Issued	April 29, 2020
Vendor Questions Due No Later Than	May 6, 2020 @ 10:00 AM, Local Time
Vendor References Due from Clients	May 20, 2020 @ 2:00 PM, Local Time
Proposal Due Date	May 21, 2020 @ 2:00 PM, Local Time
Evaluation of Proposals	*May 22, 2020 – May 29, 2020
Final Approval by Governing Board	*June 9, 2020

*Dates subject to change

OFFER AND ACCEPTANCE FORM

This Offer and Acceptance form must be submitted with a signature by the representative authorized to sign the Offer on behalf of the Offeror. The representative must initial any erasures, interlineations or other modifications in the Offer. Failure to sign this Offer and Acceptance form, or to initial any erasures, interlineations or other modifications as indicated, may result in rejection of the Offer.

To Mesa Unified School District No. 4:

The Offeror, by its undersigned representative, hereby submits its Offer to Solicitation No. 21-03MP, certifies its understanding and compliance with the requirements in the Solicitation, and agrees to furnish materials and services in compliance with all terms, conditions, and specifications of the Solicitation, subject only to any written exceptions stated in the Offer and accepted by the District.

In accordance with Federal requirements the offeror certified the following:
Disclose of Lobbing Activities, Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352
Certification regarding Lobbying, Pursuant to 31 USC 1352
Debarment, Suspension, Ineligibility and Voluntary Exclusion

Signature of Representative of Offeror: _____

Printed Name of Representative: _____

Mail Address _____

Fed ID No. _____ AZ Transaction Privilege (Sales) Tax License No. _____

Telephone No. _____ Email _____

Company Website _____

Acceptance of Offer and Award of Contract

The Offer Is hereby accepted. Contractor is now bound to sell the materials and/or services offered to and accepted by District in accordance with Solicitation No. 21-03MP, including all terms, conditions, specifications, and addenda. Contractor must not commence any billable work or provide any materials or services under this Contract unless and until Contractor receives a Purchase Order issued by the District.

This Contract shall be referred to as Contract Number: 21-03MP.

Awarded this _____ day of _____, 2020.

Mesa Unified School District No. 4

By: _____
(Mesa Public Schools Representative)

NON-COLLUSION AFFIDAVIT

State of _____)
) ss.
County of _____)

_____, affiant,
(Print Name of Person Authorized to Sign Offer)

the _____
(Title)

_____
(Company Name)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person, firm or corporation to refrain from offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

_____
(Signature of Person Authorized to Sign Offer)

_____
(Title)

Subscribed and sworn to before me

This _____ day of _____, 20 _____

_____
Signature of Notary Public in and for the

State of _____

County of _____

Vendor Checklist

This checklist is provided as a courtesy for you to be sure your offer includes the following contents.

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_____ Tab 1 – Overall Value of the Proposal, Statement of Intent and Understanding

_____ Tab 2 - Qualifications, Experience and Expertise, including Questionnaire and Reference Listing Form

_____ Tab 3 – Vendor Cost Form

_____ Tab 4 – Required Forms - completed and signed



GT GreenbergTraurig

Greenberg Traurig's Response to Mesa Unified School District's Request for Proposal, Bid No. 21-03MP (Legal Services)

May 21, 2020

Submitted by:

Paul M. Gales, Jr.
Shareholder
Phoenix
+1 602.445.8404
galesp@gtlaw.com

UPLOADED TO PROCURENOW

May 21, 2020

Governing Board
Mesa Unified School District No. 4 of Maricopa County, Arizona
63 East Main Street
Mesa, Arizona 85201

Attention: Leane Garret, Procurement Specialist Supervisor

Re: Request for Proposal, Bid No. 21-03MP (Legal Services)

On behalf of Greenberg Traurig, LLP (referred to herein as "GT"), Paul Gales and Michael Cafiso appreciate the opportunity to submit this response (referred to herein as this "Response") to your Request for Proposal, Bid No. 21-03MP (Legal Services), dated April 29, 2020 (referred to herein as the "Request"). *For purposes of the Request, the only practice area addressed in which Greenberg Traurig, LLP has a special capacity and willingness to perform is the "Bond Counsel Services" practice area described in Section C. under the heading "SCOPE OF WORK – SERVICES TO BE PROVIDED" in the Request.*

If you have any questions or would like information in addition to that provided in this Response regarding Greenberg, Traurig, LLP or its Public Finance Department, Phoenix Office or Phoenix Public Finance Group or the experience or qualification of the lawyers in any of them, please do not hesitate to contact Paul Gales or Michael Cafiso.

Thank you in advance for your consideration.

Paul Gales
Shareholder,
Greenberg Traurig, LLP
galesp@gtlaw.com
(602) 445-8404

Michael Cafiso
Shareholder,
Greenberg Traurig, LLP
cafisom@gtlaw.com
(602) 445-8451

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GT GreenbergTraurig

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Appendix II – Financing Experience

Appendix III – Sample Billing Statement

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Tab One: Overall Value of the Proposal, Statement of Intent and Understanding

GT

GT was founded in Miami, Florida, by three attorneys. Over the past 50 years, GT has grown rapidly, expanding from its strong local roots in South Florida. Today, GT has 41 offices in the United States, Latin America, Europe, Asia, and the Middle East and approximately 2300 attorneys and governmental affairs professionals, providing integrated legal services for clients worldwide. (Offices are listed on the footer of the cover letter hereto.) Counted among GT lawyers are lawyers who were previously the Chief of Staff to the President of the United States, U.S. Secretary of Transportation, Under Secretary of the U.S. Army, Chair of the Appellate Body of the World Trade Organization, Chairman of the Recording Academy, U.S. Chief Negotiator for Japan and Canada, and a Federal Prosecutor with the Watergate Special Prosecution Force. In addition, multiple GT lawyers have served as members of Congress, U.S. Attorneys, U.S. Ambassadors, and board members of NYSE and Fortune 500 companies.

Services provided by GT include:

- Banking & Financial Services
- Blockchain
- Corporate
- Cybersecurity, Privacy & Crisis Management
- Emerging Technology
- Energy & Natural Resources
- Entertainment & Media
- Environmental
- Food, Beverage & Agribusiness
- Franchise & Distribution
- Gaming
- Government Contracts
- Government law & Policy
- Health Care & FDA Practice
- Hospitality
- Immigration & compliance
- Infrastructure
- Insurance
- Intellectual Property & Technology
- International Trade
- Labor & Employment
- Latin American & Iberian Practice
- Life Sciences & Medical Technology
- Litigation
- Marketing, Advertising, Sweepstakes & Promotions Law
- Pharmaceutical, medical Devise & Health Care
- Private Wealth Services
- Public Finance
- Real Estate
- Regulatory & compliance
- Restructuring & Bankruptcy
- Retail
- Tax
- Technology, Media & Telecommunications
- Transportation & Automotive

Unlike more traditional law firms, GT is run like a corporation with a strong chief executive officer who is assisted by an executive committee. Each office is headed by an office managing shareholder, and individual practice departments are led by a practice department chair, with office groups of departments having a separate practice group chair. This minimal firm bureaucracy enables GT to avoid office politics

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and focus on providing clients with the highest level of legal services available. GT's system incentivizes all attorneys to work with clients in whatever manner works best for them, without internal politics interfering with client service.

GT Public Finance

The Public Finance Department of GT ("GT Public Finance") was established in the early 1980's and since then has developed into a broad-based public finance practice which is national in scope and is a vital and growing part of GT's business.

GT Public Finance currently has 40 attorneys located in Atlanta, Boston, Chicago, Dallas, Denver, Fort Lauderdale, Houston, Los Angeles, Miami, New York, Orlando, Philadelphia, Phoenix, Tallahassee, Tysons Corner, Northern Virginia, Washington D.C. and West Palm Beach, practicing in all aspects of public finance including as bond counsel, disclosure counsel, special tax counsel, underwriter's counsel, placement agent's counsel, issuer's counsel, credit enhancer's counsel, trustee's counsel, liquidity provider's counsel, borrower's counsel and purchaser's counsel.

GT Public Finance attorneys possess (or have access to other GT attorneys who possess) experience in all aspects of bond law, tax law, local government law, election law and trial and appeal of bond validation law as well as in other relevant areas of law such as corporate and securities law, bankruptcy law and banking and other financial institutions law. Specific expertise includes general obligations and obligations payable from property taxes, assessments and revenues such as excise taxes, state shared revenues and utilities; specialty financings like those authorized by the American Reinvestment and Recovery Act, including Build America Bonds, Qualified School Construction Bonds and Qualified Energy Conservation Bonds; special tax and assessment district financings; short-term financings through revenue, tax, bond and grant anticipation notes; lease, lease-purchase and installment purchase financings; public-private partnerships; interest rate swaps and other derivatives; multimodal financings; tax allocation/tax increment financings and workouts and restructurings.

GT Public Finance participates in financings for education, health care, water and sewer, solid waste, resource recovery, single family housing, multifamily housing, industrial development, community development, capital equipment, transportation, mass transit, airport, seaport, public safety, criminal justice, roads and bridges, electric utility, electric power, pollution control, water management, convention, convention center hotel, sports and trade facilities, university, redevelopment and municipal liability insurance.

GT Public Finance represents underwriters and placement agents of all types of obligations described above as well as purchasers of such obligations acquiring them for their own account or packaging into trusts and other investment vehicles for resale to third parties. GT Public Finance also assists in the structuring of synthetic fixed and variable rate tax-exempt obligations created from leveraged portfolios of long term fixed rate obligations.

GT Public Finance Phoenix

GT established an office in Phoenix, Arizona ("GT Phoenix"), in 1999. (About 50 attorneys from a firm that had been in existence in Phoenix for more than 20 years were the core of GT Phoenix.)

At the establishment of GT Phoenix, there was also established a public finance group within GT Public Finance ("GT Public Finance Phoenix"). (The core of 50 lawyers included lawyers that had practiced public finance law during those 20 years.)

GT Public Finance Phoenix has since served as bond counsel in the full spectrum of types of financings to numerous school districts, municipalities, counties and special districts.

Legal work in connection with processing financings for the District would be undertaken by GT Public Finance Phoenix. Other lawyers in GT Public Finance and other departments of GT (primarily the

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Tax and Securities Departments) would be called upon to provide service in connection with the activities identified in the Request, based on specific aspects of a financing plan related to the area of particular expertise of that department or in which the experience of attorneys in that department can best be utilized. Such interdepartmental relationships assure the staff and consultants of the District that attorneys with the requisite knowledge and experience are working on financings of the District and that quality control is maintained because of such relationships.

In addition to serving as bond counsel with respect to the issuance of bonds, advice is frequently provided on bond and override election matters which is a constantly changing area of the law; advice is currently being provided to, among others, Laveen Elementary School District, Peoria Unified School District, Buckeye Union High School District, and Humboldt Unified School District, as well as a number of municipalities on proceeding with elections in November. GT Public Finance Phoenix works regularly with financial advisors and underwriters on structing alternatives and scheduling. Drafting of all the documents and rendering of all opinions necessary to consummate a financing would be included in the scope of services of GT Public Finance Phoenix. All related tax, securities and other needed legal analysis would be provided by GT Public Finance Phoenix. GT Public Finance Phoenix would be available to advise on all matters during intervals between bond sales, including on post issuance tax and continuing disclosure compliance.

GT Public Finance Phoenix benefits greatly from the full-service capabilities of GT. When issues related to public finance go beyond the experience of its bond lawyers, GT Public Finance Phoenix is able to call upon other attorneys within GT who focus on, among others, real estate and zoning, litigation, the environment, health care, bankruptcy and numerous other areas of legal concentration.

As a large multi-disciplinary firm, GT has built, and GT Public Finance Phoenix would have available for work for the District, all that goes along with that. That includes, for instance, the GT Research Center which is composed of a professional staff of 17 librarians, all of whom hold juris doctor or master's degrees, and approximately 30 paraprofessionals. The researchers' familiarity with and access to online databases, print materials and third-party specialty resources equip GT attorneys with the timely, targeted information they need to provide client service. Turnaround is fast, as members of the department work individually and in teams depending on the size, complexity and time restraints of assigned projects. Extended service hours are available to best serve the needs of GT's clients. Resources are regularly evaluated and updated to provide the best possible search tools for client representation.

For the past several years, GT has ranked among the top bond counsel firms in the nation according to the ranking criteria developed by The Bond Buyer, a nationally recognized municipal public finance publication. Set forth below are GT's Arizona and national rankings:

- No. 1 among the top bond counsel firms in Arizona for 2019, based upon having rendered approving opinions on $1.390 billion of publicly offered, long-term tax-exempt bonds in 25 financings.
- No. 4 among the top bond counsel firms in Arizona for first quarter 2020, based upon having rendered approving opinions on $ 51.2 million of publicly offered, long-term tax-exempt bonds in six financings.
- No. 12 among the top U.S. bond counsel firms for 2019, based upon having rendered approving opinions on $7.177 billion of publicly offered, long-term tax-exempt bonds in 109 financings.
- No. 14 among the top U.S. bond counsel firms for first quarter 2020, based upon having rendered approving opinions on $1.281 billion of publicly offered, long term tax-exempt bonds in 24 financings.

Tab 2 includes information regarding the relevant experience and qualifications of attorneys that would be assigned to the District.

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GT Public Finance Phoenix is committed to school district finance in Arizona. We offer to our school district clients, and would offer to the District, all of the benefits of a large firm, with the attention of a small firm. We also have pricing (detailed in Tab 3) that is less than or comparable to small firms. Two senior lawyers would work on every District financing. No legal work would be done by assistants or paralegals (such support professionals would only provide administrative assistance). The District would have access to GT's significant tax law and securities law expertise, in addition to the expertise of the lawyers GT Public Finance Phoenix with respect to State law matters.

We are also uniquely positioned to step in to assist the District as we have represented the various underwriters of the District's bonds since 1999. We are intimately familiar with the District's operations and capital needs. Thanks again for the opportunity to submit this Response.

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Tab Two: Qualifications, Experience and Expertise, including Questionnaire and Reference Listing Form

The information that follows in this Tab Two is organized to respond, in order, to the questions in the Questionnaire in the Request, followed by the Vendor Reference Listing Form.

GENERAL INFORMATION

1. A brief history of GT, with information regarding its work with school districts.

A brief history of GT, and GT Public Finance Phoenix, can be found in Tab One.

The lawyers of GT Public Finance Phoenix have extensive experience with respect to bond and override elections for school districts. School district bond and override elections in which lawyers of GT Public Finance Phoenix were involved during the period November 3, 2015, through November 5, 2019, are listed in Appendix I attached to this Response.

The lawyers of GT Public Finance Phoenix also have extensive experience in issuing opinions relative to bond issues for school districts. Such lawyers provided the services in that regard with respect to Arizona school district financings during the period May 21, 2015, through May 21, 2020, as indicated in Appendix II attached to this Response.

In addition, a large portion of the practice of the lawyers of GT Public Finance Phoenix involves the representation of underwriters and placement agents of negotiated financings of school districts, including every financing of the District since 1999. A list of those representations would be provided upon request. Knowledge gained from this work can be as valuable as that from acting as bond/special obligation counsel.

2. Detail regarding the area of expertise, experience and qualifications of each GT lawyer who may do legal work for the District.

The best evidence of the qualifications of the attorneys to be assigned to the District is their experience with elections and financings similar to those to be done by the District. Please see Appendix I and Appendix II attached to this Response in that regard.

Paul Gales and Michael Cafiso, two shareholders in GT Public Finance Phoenix, would be directly assigned to the District for purposes of the Request. William DeHaan, another shareholder in GT Public Finance Phoenix, would be available to respond to the District on an "as-needed" basis. Such lawyers are supported by paralegal/administrative assistants Anna Cardona and Sharon Rush.

- **Paul Gales**, a shareholder of GT, received his J.D. degree, *magna cum laude,* from the Arizona State University Sandra Day O'Connor College of Law in 2012 and has practiced exclusively in the area of municipal finance in Arizona. Mr. Gales has represented issuers (as both bond/special obligation and general counsel), underwriters, placement agents and other types of participants in a comprehensive variety of municipal finance transactions. Mr. Gales is a member of the National Association of Bond Lawyers ("NABL").

- **Michael Cafiso**, a principal shareholder of GT, received Masters of Business Administration and J.D. degrees from Emory University in Atlanta, Georgia, in 1982 and has practiced exclusively in the area of municipal finance in Arizona. Mr. Cafiso has represented issuers (as both bond/special obligation and general counsel), underwriters, placement agents and other

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types of participants in a comprehensive variety of municipal finance transactions. Mr. Cafiso is also a member of NABL.

- **William DeHaan**, a principal shareholder of GT, received his J.D. degree, *magna cum laude,* from the University of Illinois at Urbana - Champaign in 1986 and has practiced exclusively in the area of municipal finance in Arizona. Mr. DeHaan has served as bond/special obligation counsel, underwriter's counsel, issuer's counsel and trustee's counsel in an extensive range of municipal financings, including general obligation, enterprise (utility) revenue, school district, housing, student loan, 501(c)(3) and special districts. Mr. DeHaan is also a member of NABL.

A shareholder in the Tax Department of GT ("GT Tax") is involved in every tax-exempt financing in which GT Public Finance Phoenix participates to explore financing possibilities and alternatives that offer tax advantages while avoiding tax pitfalls. Rebecca Harrigal, a shareholder in GT Tax, would provide service to the District in that regard. She works on all transactions done by GT Public Finance Phoenix which assures that she understands how things are done in Arizona from a state law perspective. Vanessa Albert Lowry, another shareholder in GT Tax, would be available to respond to the District on an "as-needed" basis upon request.

- **Rebecca L. Harrigal**, a principal shareholder of GT, received her J.D. degree from the Georgetown University Law Center in 1988 and spent 26 years working at the Internal Revenue Service (the "IRS"), most recently serving as the Director of the Office of Tax Exempt Bonds within the Tax Exempt and Governmental Entities Division of the IRS. Ms. Harrigal focuses her practice on the federal tax issues relating to the issuance of tax-exempt and tax credit bonds by state and local governments. Ms. Harrigal is also a member of NABL.

Detailed resumes for Mr. Gales, Mr. Cafiso, Mr. DeHaan, Ms. Harrigal and Ms. Lowry are available at www.gtlaw.com.

GT Tax has wide-ranging experience in federal, state, and local tax controversy work as well as the tax aspects of corporate, real estate, and partnership transactions and planning for charitable foundations. GT is frequently retained by other law firms and accounting firms when specific experience is required and often is retained solely as tax counsel by clients content with their representation in other areas of experience.

GT Tax has extensive experience in the arbitrage and private activity aspects of tax-exempt financing as provided by section 103 and related sections of the Internal Revenue Code and the Treasury regulations and rulings pertaining thereto including structuring primary and secondary market issues in order to meet applicable tax requirements at the federal and state levels and complying with all primary and secondary arbitrage and rebate rules. GT Tax's experience in this area has led to it being appointed as special tax counsel on a number of financings.

Because tax-exempt, taxable and tax credit bond financing decisions are so affected by federal and state tax law considerations, GT Tax is involved at the outset of every transaction in which GT Public Finance is involved to explore financing possibilities and alternatives that offer tax advantages while avoiding tax pitfalls. GT Tax also assists with the preparation of tax documents such as arbitrage certificates, rebate covenants and IRS 8038 forms and provides guidance to the issuers and borrowers on available rebate exemptions and rebate calculations.

In addition to federal tax compliance, bonds sold by the District are often subject to federal securities laws. The potential securities law issues in the public finance area cover a broader spectrum than those in the tax area - adequacy of disclosure, necessity of registration or qualification under the federal Securities Act of 1933, as amended, and Trust Indenture Act of 1939, as amended, etc. Rather than relying on a few lawyers assigned for that purpose, GT Public Finance Phoenix is able to rely on the specific GT lawyers with skills to meet the particular needs for financings of the District. Generally, those lawyers are part of the Securities Department of GT ("GT Securities"). GT Phoenix has a GT Securities group in the Phoenix office.

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GT Public Finance Phoenix often calls on lawyers in that group to discuss issues about best practices for disclosure and specific disclosure issues. GT Public Finance Phoenix often works with lawyers in the other offices of GT Public Finance to share ideas about securities related issues. It has been helpful recently, for instance, to share what governmental entities in other states are doing to assure compliance with the additions to Rule 15c2-12 of the SEC requiring disclosure of material financial obligations and defaults on those obligations.

GT Public Finance has broad experience in securities law matters related to the continuing disclosure requirements of Rule 15c2-12 of the SEC and in tax law matters related to ongoing compliance with the private activity and arbitrage requirements of the IRS.

GT Public Finance Phoenix can provide guidance and training to the Governing Board members and staff of the District in both areas by presentation, teleconference, question and answer session and/or written materials in both areas.

GT Public Finance promulgates and continuously updates written policies and procedures in both areas and confirms in connection with each new financing done by its clients that the most current requirements for compliance are reflected in the policies and procedures in place. GT Public Finance Phoenix will assist with compliance with continuing disclosure undertaking requirements including assistance with necessary filings for purpose of Rule 15c2-12. GT Tax will be available to resolve any issues that arise with ongoing private activity and arbitrage compliance.

Mr. Gales and Mr. Cafiso have coordinated such services in both areas to GT's municipal clients in Arizona and have made presentations to industry groups on the subject like the Arizona Association of School Business Officials.

3. If GT offers to perform litigation services for the District, provide court reporter or Westlaw citations for a sample of reported decisions in which a member of GT, who may do legal work for the District, participated.

Not applicable.

4. Please advise if a complaint has been filed with the Arizona Bar Association against any member of GT who may do legal work for the District.

There are none.

ADMINISTRATION

1. Provide a sample billing statement so that the District can use this as a tool in its evaluation process.

Attached as Appendix III to this Request is a sample billing statement.

2. How will GT use paraprofessional staff in dealing with workloads? Identify options and costs.

The team approach utilized by Mr. Gales and Mr. Cafiso will ensure more than sufficient attorney coverage of the District's needs.

When requested, both Mr. Gales and Mr. Cafiso will be present at meetings and on calls. In fact, they will strive to both be available for such purposes so both are aware of the District's issues and needs to assure immediate attention to them. At least one of them should always be available, and as mentioned, Mr. DeHaan also could be. Mr. Gales and Mr. Cafiso have found that this approach ensures adequate communication with the District and facilitates the rendering of advice with short turnaround times.

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Working together, at least one of them can always be available to manage the District's needs and involve the other, Ms. Harrigal and other attorneys of GT as needed.

The same would be true of document production. Availability on a team basis allows whoever has free time to, as soon as needed, begin production of needed documents. Assistants to the attorneys in GT Public Finance Phoenix are instrumental in this process, assuring timely production of documents.

GT Public Finance will not bill any time of assistants or paralegals to the District. Any such costs are included in the flat fees described in Tab Three.

LEGAL SERVICES TO BE PROVIDED

As indicated in the cover letter to this Response, *the only practice area addressed in which Greenberg Traurig, LLP has a special capacity and willingness to perform is the "Bond Counsel Services" practice area described in Section C. under the heading "SCOPE OF WORK – SERVICES TO BE PROVIDED" in the Request*.

VENDOR REFERENCE LISTING

GT Public Finance Phoenix appreciates the opportunity to submit reference information as we believe that the best evidence of our experience is our reputation with our clients. Please see the Vendor Reference Listing on the next page. We are happy to provide additional references from among our school district clients or references from the underwriting and financial advisory firms involved in the municipal market upon request.

Has your firm sent the attached Vendor Reference Form to *at least* 3 client references?	Yes X No ☐
Has your firm verified receipt of your submittal with each client referenced?	Yes X No ☐
Has your firm given your clients a courtesy call to verify that they have sent the completed survey to Leane Garrett at lrgarrett@mpsaz.org by 2:00 PM, Local Time on Wednesday May 20, 2020?	Yes X No ☐

Please list the client references below that received the Vendor Reference Form:

	Company Name	Contact Name	Contact Number
1.	Buckeye Union High School District	Jeff Simmons, Associate Superintendent of Operations	623-327-2295
2.	Chandler Unified School District	Lana Berry, Chief Financial Officer	480-812-7017
3.	Peoria Unified School District	Michelle Myers, Chief Financial Officer	623-486-6033

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Tab Three – Vendor Cost Forms

The pages that follow in this Tab 3 provide detail as to the fees GT would bill based on the transactions described therein. The pricing described in the following pages would be firm for the entire proposed 5-year period.

The fees provided in the below tables (broken down among school districts, municipalities, and counties) are submitted as dollars per $1000 of proceeds generated from the sale of bonds or other obligations, with not to exceed and maximum amounts as noted.

There will be no charge for override elections for current school district clients with outstanding or planned bond authorizations/programs, otherwise attorney time will be billed at a flat rate of $300 per hour for associates of the firm and $395 per hour for shareholders of the firm, with a maximum of $7,500.00 per override election.

The fees indicated below include one meeting in the county in which the issuer is located in connection with the call of a bond or override election and one meeting related to the resolution ordering the sale of the bonds/obligations. Additional meetings would be billed at hourly rates with a maximum total of $1,500 per meeting. GT would also be reimbursed for all "out-of-pocket" expenses such as travel outside Maricopa County, Arizona, filing and recording fees, staff overtime approved by the issuer and other direct expenses incurred in connection with services rendered pursuant to the contract to be entered into between GT and the issuer. There will be no charge for routine copying costs, facsimile transmissions or election research such as Westlaw or Lexis. The "out-of-pocket" expenses are estimated not to exceed $500.00 per issue or election. Meals and hotels will not exceed $100 per diem. With the exception of bond election expenses, override election services and "out-of-pocket" expenses such as travel outside of Maricopa County, Arizona, filing and recording fees, staff overtime approved by the issuer and other direct expenses incurred by GT, all compensation to GT for professional services shall be due only from the proceeds of the sale of the bonds or other debt obligations, when, as and if issued and delivered by the issuer, unless the issuer shall determine that such fees shall be paid from other legally available sources. One billing statement for all fees and expenses would be sent after closing rather than monthly statements. In the event bonds or obligations are not issued and delivered by the issuer (including because the necessary voter approval was not obtained), no compensation for professional services will be due to GT. For other transactions, compensation would be paid as negotiated. For research and other legal fees not covered by the foregoing, attorney time will be billed at a flat rate of $300 per hour for associates of GT and $395 per hour for shareholders of GT.

For assistance with financings involving title or real estate issues or utility company acquisitions, land based security, special districts (including community facilities districts or improvement districts) or other circumstances requiring a significantly higher degree of complexity or effort (e.g., requests to attend an unusually large number of meetings) GT would negotiate a fair amount of additional compensation with the issuer.

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SCHOOL DISTRICTS

	Up to 9,999 Million	10 to 24,999 Million	25 to 49,999 Million	50 to 74,999 Million	75 to 99,999 Million	100 Plus Million
New General Obligation Bonds						
Fee	Not to exceed $25,000	Not to exceed $25,000	Not to exceed $25,000	Not to exceed $0.45	Not to exceed $0.45	Not to exceed $0.45 ($50,000 maximum)
Refinancing General Obligation Bonds						
Fee	Not to exceed $35,000	Not to exceed $35,000	Not to exceed $35,000	Not to exceed $35,000	Not to exceed $0.45	Not to exceed $0.45 ($50,000 maximum)
New Certificates of Participation (Lease Purchase)						
Fee	Not to exceed $40,000	Not to exceed $40,000	Not to exceed $40,000	Not to exceed $40,000	Not to exceed $0.45	Not to exceed $0.45 ($50,000 maximum)
Refinancing Certificates of Participation (Lease Purchase)						
Fee	Not to exceed $45,000	Not to exceed $45,000	Not to exceed $45,000	Not to exceed $45,000	Not to exceed $45,000	Not to exceed $0.45 ($50,000 maximum)

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MUNICIPALITIES

	Up to 9,999 Million	10 to 24,999 Million	25 to 49,999 Million	50 to 74,999 Million	75 to 99,999 Million	100 Plus Million
New General Obligation Bonds						
Fee	Not to exceed $35,000	Not to exceed $35,000	Not to exceed $0.75	Not to exceed $0.75	Not to exceed $0.75	Not to exceed $0.75
Refinancing General Obligation Bonds						
Fee	Not to exceed $45,000	Not to exceed $45,000	Not to exceed $45,000	Not to exceed $0.75	Not to exceed $0.75	Not to exceed $0.75
New Certificates of Participation (Lease Purchase)						
Fee	Not to exceed $50,000	Not to exceed $50,000	Not to exceed $1.50	Not to exceed $1.50	Not to exceed $1.50	Not to exceed $1.50
Refinancing Certificates of Participation (Lease Purchase)						
Fee	Not to exceed $60,000	Not to exceed $60,000	Not to exceed $1.50	Not to exceed $1.50	Not to exceed $1.50	Not to exceed $1.50
New Revenue Obligations						
Fee	Not to exceed $50,000	Not to exceed $50,000	Not to exceed $50,000	Not to exceed $1.00	Not to exceed $1.00	Not to exceed $1.00
Refinancing Revenue Obligations						
Fee	Not to exceed $60,000	Not to exceed $60,000	Not to exceed $60,000	Not to exceed $1.00	Not to exceed $1.00	Not to exceed $1.00

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COUNTIES

	Up to 9,999 Million	10 to 24,999 Million	25 to 49,999 Million	50 to 74,999 Million	75 to 99,999 Million	100 Plus Million
New General Obligation Bonds						
Fee	Not to exceed $35,000	Not to exceed $35,000	Not to exceed $0.75	Not to exceed $0.75	Not to exceed $0.75	Not to exceed $0.75
Refinancing General Obligation Bonds						
Fee	Not to exceed $45,000	Not to exceed $45,000	Not to exceed $45,000	Not to exceed $0.75	Not to exceed $0.75	Not to exceed $0.75
New Certificates of Participation (Lease Purchase)						
Fee	Not to exceed $55,000	Not to exceed $55,000	Not to exceed $1.50	Not to exceed $1.50	Not to exceed $1.50	Not to exceed $1.50
Refinancing Certificates of Participation (Lease Purchase)						
Fee	Not to exceed $65,000	Not to exceed $65,000	Not to exceed $1.50	Not to exceed $1.50	Not to exceed $1.50	Not to exceed $1.50
New Revenue Obligations						
Fee	Not to exceed $55,000	Not to exceed $55,000	Not to exceed $55,000	Not to exceed $1.00	Not to exceed $1.00	Not to exceed $1.00
Refinancing Revenue Obligations						
Fee	Not to exceed $65,000	Not to exceed $65,000	Not to exceed $65,000	Not to exceed $1.00	Not to exceed $1.00	Not to exceed $1.00

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Tab Four – Required Forms

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Acknowledgement and Acceptance of Terms and Conditions of the Solicitation

Explanatory Note: The purpose of this form is to confirm the Bidder's or Offeror's acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions or modifications to terms or conditions that are expressly requested and have been approved prior to submission of the Offer.

The Offeror, by the undersigned representative, acknowledges and accepts all terms and conditions of the Solicitation. As used in this form, "Terms and Conditions of Solicitation" means all terms, conditions, specifications, certifications and warranties set forth in the documents that comprise the Solicitation, including the Uniform Instructions for Offers, Special Rules for Offers (if any), General Terms and Conditions of Contract, Special Requirements of Solicitation (if any), Specifications/Scope of Work, and Solicitation Addendums (if any).

Addendum Acknowledgement:

I/We have received and consider addenda through Addendum #_____.

Would you be willing to allow other members of the S.A.V.E. purchasing consortium to piggy-back and purchase from the contract if awarded through this RFP?

X Yes *

No

* The GT client would be defined as the Mesa Unified School DIstrict and any other client entity that GT agrees in writing to represent, provided that a conflict search is cleared on such names before any assignment is accepted or work performed.

Your response to this question will not be used as part of the evaluation criteria. It is our intent, as a member of the SAVE, to offer other districts the opportunity to save time, effort and paperwork by combining our purchasing power, whenever possible.

Signature of Bidder or Offeror: _____

Printed Name of Bidder or Offeror: Paul M. Gales

Date: May 21, 2020

Request for Confidentiality of Proprietary Information

Explanatory Note: The purpose of this form is to request that the District treat as confidential specific information in the Offer that the Offeror or Bidder believes is a trade secret or other proprietary information. All information that is the subject of the request for confidentiality must be designated on the page or pages of the Offer in which it appears. An explanatory statement for the request must be clearly set forth in this form. Additional pages may be attached to the form. The District Representative shall review the statement and provide the determination in writing whether the information shall be protected. If the District Representative determines that the information shall be protected from disclosure, the District Representative shall inform the Bidder or Offeror in writing of such determination. Requests to protect pricing information or the entire Offer from disclosure will be denied.

The Offeror, by the undersigned representative, requests that the specific information, described below **and** identified on the page or pages of the Offer in which it appears, be treated as confidential information and protected from disclosure to the public. Specific pages must be listed.

Note: Mark with "N/A" for each section, if not applicable. Sign and Date this form.

1. Description of specific information that is the subject of the request.

N/A

2. The reason or reasons why the information should be treated as confidential.

N/A

Signature of Bidder or Offeror: 

Printed Name of Bidder or Offeror: Paul M. Gales

Date: May 21, 2020

OFFER AND ACCEPTANCE FORM

This Offer and Acceptance form must be submitted with a signature by the representative authorized to sign the Offer on behalf of the Offeror. The representative must initial any erasures, interlineations or other modifications in the Offer. Failure to sign this Offer and Acceptance form, or to initial any erasures, interlineations or other modifications as indicated, may result in rejection of the Offer.

To Mesa Unified School District No. 4:

The Offeror, by its undersigned representative, hereby submits its Offer to Solicitation No. 21-03MP, certifies its understanding and compliance with the requirements in the Solicitation, and agrees to furnish materials and services in compliance with all terms, conditions, and specifications of the Solicitation, subject only to any written exceptions stated in the Offer and accepted by the District. *See attached exceptions document

In accordance with Federal requirements the offeror certified the following:
Disclose of Lobbing Activities, Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352
Certification regarding Lobbying, Pursuant to 31 USC 1352
Debarment, Suspension, Ineligibility and Voluntary Exclusion

Signature of Representative of Offeror: _____

Printed Name of Representative: Paul M. Gales

Mail Address 2375 East Camelback Road, Suite 700, Phoenix, AZ 85016

Fed ID No. 13-3613083 AZ Transaction Privilege (Sales) Tax License No. _____

Telephone No. (602) 445-8404 Email galesp@gtlaw.com

Company Website
www.gtlaw.com

Acceptance of Offer and Award of Contract

The Offer Is hereby accepted. Contractor is now bound to sell the materials and/or services offered to and accepted by District in accordance with Solicitation No. 21-03MP, including all terms, conditions, specifications, and addenda. Contractor must not commence any billable work or provide any materials or services under this Contract unless and until Contractor receives a Purchase Order issued by the District.

This Contract shall be referred to as Contract Number: 21-03MP.

Awarded this _____ day of _____, 2020.

Mesa Unified School District No. 4

By: _____
(Mesa Public Schools Representative)

GT GreenbergTraurig

Exceptions/Deviations to Mesa Unified School District's General Terms and Conditions

If selected, Greenberg Traurig will provide its services under a mutually agreeable engagement letter with the Mesa Unified School District. Following award of the contract, we will address any concerns regarding the terms that we may have in light of the needs of the Mesa Unified School District and agree upon the terms of the engagement letter.

2.1. Records and Audit

Greenberg Traurig will provide the District, upon request, its client records, documents and invoices with respect to the work performed by Greenberg Traurig under the contract, consistent with the attorney-client privilege and other ethical requirements and will retain the same for a period of five (5) years after the completion of the Contract, subject to its records retention policies. Greenberg Traurig cannot agree to the auditing of its files or records that will allow access to its facilities, but will respond to requests for specific information.

2.3. Inspection and Testing

Greenberg Traurig does not agree to comply with this section as it is inapplicable to the services to be provided by Greenberg Traurig.

Our response is based on the following understanding: (i) the proposed engagement would not cause Greenberg Traurig to be classified as a contractor or subcontractor of the federal government or any department or agency thereof or the recipient of federal financial assistance and (ii) the requirements imposed on such contractors, subcontractors, or recipients of federal financial assistance would not pertain to Greenberg Traurig as a result of this engagement. Greenberg Traurig asks the District for confirmation of this understanding prior to entering into the engagement and requests an express representation that Greenberg Traurig will not be paid from federally appropriated funds for its services under the proposed engagement.

8 Insurance and Safety

Greenberg Traurig's Lawyers Professional Liability Insurance coverage is consistent with industry standards and provides broad coverage of not less than $10 million for work performed in the professional capacity as an attorney. If engaged to perform work under this RFP, we would agree to add the District only as an additional insured under our General Liability Policy and to provide a copy of the firm's certificate of insurance upon request.

Additionally, we carry the following insurance types and coverage limits:

- GT's Commercial Liability primary coverage is $1,000,000/$2,000,000, and Non-owned automobile of $1,000,000, with umbrella coverage up to $100 million.
- GT's Worker's Compensation/Employer's Liability coverage is $1,000,000.

13 Risk and Liability

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13.2. General Indemnification. Contractor shall indemnify, defend, save, and hold harmless District and its Governing Board members, employees, and agents (hereinafter referred to collectively as “District”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to collectively as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. ~~It is the specific intention of the parties that District shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of District, be indemnified by Contractor from and against any and all claims.~~ It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the Award of the Contract, Contractor agrees to waive all rights of subrogation against District for losses arising from the work performed by Contractor for District.

13.3. Indemnification – Patent and Copyright. To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless District against any liability, including costs and expenses, for infringement of any patent, trademark, or OF WHICH CONTRACTOR IS AWARE copyright arising out of Contract performance or use by District of materials furnished or work performed under the Contract. District shall reasonably notify Contractor of any claim for which it may be liable under this paragraph.

13.4 Third Party Antitrust Violations. Contractor assigns, IF AND TO THE EXTENT PERMITTED BY LAW AND THE RULES OF PROFESSIONAL CONDUCT to District any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

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NON-COLLUSION AFFIDAVIT

State of Arizona)
) ss.
County of Maricopa)

Paul M. Gales, affiant,
(Print Name of Person Authorized to Sign Offer)

the Shareholder
(Title)

Greenberg Traurig, LLP
(Company Name)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person, firm or corporation to refrain from offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

P M Gales
(Signature of Person Authorized to Sign Offer)

Shareholder
(Title)

Subscribed and sworn to before me

This 21st day of May, 2020

Anna Cardona
Signature of Notary Public in and for the

State of Arizona

County of Maricopa

Anna Cardona
Notary Public
Maricopa County, Arizona
My Comm. Expires 08-28-2020

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Greenberg Traurig, LLP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☑ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

8400 NW 36th Street - Suite 400

Requester's name and address (optional)

6 City, state, and ZIP code

Doral, FL 33166

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

1	3	–	3	6	1	3	0	8	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** David Hurd **Date ▶** 8/8/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

GT GreenbergTraurig

Certificate of Insurance

Greenberg Traurig's Lawyers Professional Liability Insurance coverage is consistent with industry standards and provides broad coverage of not less than $10 million for work performed in the professional capacity as an attorney. If engaged to perform work under this RFP, we would agree to add the District only as an additional insured under our General Liability Policy and to provide a copy of the firm's certificate of insurance upon request.

Additionally, we carry the following insurance types and coverage limits:

- GT's Commercial Liability primary coverage is $1,000,000/$2,000,000, and Non-owned automobile of $1,000,000, with umbrella coverage up to $100 million.

- GT's Worker's Compensation/Employer's Liability coverage is $1,000,000.

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Appendix I – Election Experience

A listing of school district bond and override elections in which lawyers of GT Public Finance Phoenix were involved during the period November 3, 2015, through November 5, 2019.

NOVEMBER 3, 2015 ELECTION

Chandler Unified School District No. 80 of Maricopa County, Arizona Bond Election

Gadsden Elementary School District No. 32 of Yuma County, Arizona Bond Election

Higley Unified School District No. 60 of Maricopa County, Arizona Maintenance & Operations (M&O) Override Election

J.O. Combs Unified School District No. 44 of Pinal County, Arizona Bond Election

Laveen Elementary School District No. 59 of Maricopa County, Arizona Bond Election

Littleton Elementary School District No. 65 of Maricopa County, Arizona M&O Override Election

Mingus Union High School District No. 4 of Yavapai County, Arizona Bond Election

Peoria Unified School District No. 11 of Maricopa County, Arizona M&O Override Election

Sunnyside Unified School District No. 12 of Pima County, Arizona M&O Override Election

NOVEMBER 8, 2016 ELECTION

Blue Ridge Unified School District No. 32 of Navajo County, Arizona Bond Election

Buckeye Union High School District No. 201 of Maricopa County, Arizona M&O Override Election

J.O. Combs Unified School District No. 44 of Pinal County, Arizona Bond Election

Laveen Elementary School District No. 59 of Maricopa County, Arizona M&O Override Election

Peoria Unified School District No. 11 of Maricopa County, Arizona Bond Election

Queen Creek Unified School District No. 95 of Maricopa County, Arizona Bond Election

Vail Unified School District No. 20 of Pima County, Arizona M&O Override Election

Sierra Vista Unified School District No. 68 of Cochise County, Arizona Bond Election

Wickenburg Unified School District No. 9 of Maricopa and Yavapai Counties, Arizona Bond Election

NOVEMBER 7, 2017 ELECTION

Chandler Unified School District No. 80 of Maricopa County, Arizona Bond Election

Gila Bend Unified School District No. 24 of Maricopa County, Arizona Override Election

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Litchfield Elementary School District No. 79 of Maricopa County, Arizona Override Election

Littleton Elementary School District No. 65 of Maricopa County, Arizona Bond Election

Queen Creek Unified School District No. 95 of Maricopa County, Arizona Bond Election

Sunnyside Unified School District No. 12 of Pima County, Arizona M&O Override Election

Williams Unified School District No. 2 of Coconino County, Arizona M&O Override Election

NOVEMBER 6, 2018 ELECTION

Gila Bend Unified School District No. 24 of Maricopa County, Arizona Bond Election

Holbrook Unified School District No. 3 of Navajo County, Arizona M&O Override Election

Humboldt Unified School District No. 22 of Yavapai County, Arizona Bond Election

Laveen Elementary School District No. 59 of Maricopa County, Arizona District Additional Assistance ("DAA") Override Election

Littleton Elementary School District No. 65 of Maricopa County, Arizona DAA Override Election

Peoria Unified School District No. 11 of Maricopa County, Arizona Bond Election

St. David Unified School District No. 21 of Cochise County, Arizona M&O Ovveride Election

Vail Unified School District No. 20 of Pima County, Arizona Bond Election

NOVEMBER 5, 2019 ELECTION

Chandler Unified School District No. 80 of Maricopa County, Arizona Bond Election

Higley Unified School District No. 60 of Maricopa County, Arizona M&O Override Election

Littleton Elementary School District No. 65 of Maricopa County, Arizona M&O Override Election

Queen Creek Unified School District No. 95 of Maricopa County, Arizona M&O Override Election

Peoria Unified School District No. 11 of Maricopa County, Arizona M&O Override Election

Sunnyside Unified School District No. 12 of Pima County, Arizona M&O Override Election

Winslow Unified School District No. 1 of Navajo County, Arizona M&O Override Election

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Appendix II – Financing Experience

A listing of Arizona school district financings with respect to which GT Public Finance Phoenix issued opinions during the period May 21, 2015, through May 21, 2020. Financings in which GT Public Finance Phoenix served as bond counsel are denoted by bold.

Financing	Date	Role
$4,000,000 Fountain Hills Unified School District No. 98 of Maricopa County, Arizona School Improvement Bonds, Project of 2013, Series B (2015)	5/27/15	Underwriter's Counsel
$35,000,000 Mesa Unified School District No. 4 of Maricopa County, Arizona School Improvement Bonds, Project of 2012, Series C (2015)	5/27/15	Underwriter's Counsel
$10,000,000 Phoenix Union High School District No. 210 of Maricopa County, Arizona School Improvement Bonds, Project of 2011, Series D (2015)	6/2/15	Underwriter's Counsel
$41,890,000 Buckeye Union High School District No. 201 of Maricopa County, Arizona School Improvement and Refunding Bonds, Series 2015	**6/3/15**	**Bond Counsel**
Kyrene Elementary School District No. 28 of Maricopa County, Arizona $40,000,000 School Improvement Bonds, Project of 2010, Series C (2015) and $24,120,000 Refunding Bonds, Series 2015	6/10/15	Underwriter's Counsel
$11,860,000 Littleton Elementary School District No. 65 of Maricopa County, Arizona School Improvement Bonds, Project Of 2014, Series A (2015)	**6/16/15**	**Bond Counsel**
$94,035,000 Peoria Unified School District No. 11 of Maricopa County, Arizona School Improvement and Refunding Bonds, Series 2015	**7/2/15**	**Bond Counsel**
Tuba City Unified School District No. 15 of Coconino County, Arizona School Improvement Bonds, Project of 2014, Taxable Series A (2015)	8/4/15	Placement Agent Counsel
$6,715,000 Mingus Union High School District No. 4 of Yavapai County, Arizona Refunding Bonds, Series 2015	**8/13/15**	**Bond Counsel**
$10,260,250 Peoria Unified School District No. 11 of Maricopa County, Arizona Lease/Purchase Agreement with Arizona Bank & Trust	**8/27/15**	**Bond Counsel**
$14,900,000 Western Maricopa Education Center District No. 402 of Maricopa County, Arizona, School Improvement Bonds, Project of 2012, Series C (2015)	9/9/15	Underwriter's Counsel
$15,660,000 Blue Ridge Unified School District No. 32 of Navajo County, Arizona Refunding Bond, Series 201	**9/29/15**	**Bond Counsel**
$10,200,000 Riverside Elementary School District of Maricopa County, Arizona School Improvement Bonds, Project of 2014, Series A (2015)	10/28/15	Placement Agent Counsel
$10,340,000 Laveen Elementary School District No. 59 of Maricopa County, Arizona School Improvement and Refunding Bonds, Series 2016	**2/11/16**	**Bond Counsel**
$15,000,000 Agua Fria Union High School District No. 216 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series A (2016)	2/17/16	Underwriter's Counsel
Deer Valley Unified School District No. 97 of Maricopa County, Arizona $30,000,000 School Improvement Bonds, Series B (2016) and $19,200,000 Refunding Bonds, Series 2016	2/23/16	Underwriter's Counsel
$4,350,000 Queen Creek Unified School District No. 95 of Maricopa County, Arizona School Improvement Bonds, Projects of 2010 and 2014, Series 2016	2/24/16	Underwriter's Counsel

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Financing	Date	Role
$5,990,000 Mingus Union High School District No. 4 of Yavapai County, Arizona School Improvement Bonds, Project of 2015, Series A (2016)	**3/31/16**	**Bond Counsel**
$20,000,000 Phoenix Elementary School District No. 1 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series A (2016)	4/6/16	Underwriter's Counsel
Mesa Unified School District No. 4 of Maricopa County, Arizona $35,000,000 School Improvement Bonds, Project of 2012, Series D (2016) and $12,815,000 Refunding Bonds, Series 2016	4/12/16	Underwriter's Counsel
$60,000,000 Chandler Unified School District No. 80 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series A (2016)	**4/13/16**	**Bond Counsel**
$30,000,000 Marana Unified School District No. 6 of Pima County, Arizona School Improvement Bonds, Project of 2014, Series B (2016)	4/21/16	Underwriter's Counsel
$28,050,000 Scottsdale Unified School District No. 48 of Maricopa County, Arizona Refunding Bonds, Series 2016	4/26/16	Underwriter's Counsel
$28,225,000 Maricopa Unified School District No. 20 of Pinal County, Arizona Refunding Bonds, Series 2016	4/27/16	Underwriter's Counsel
$7,595,000 Gadsden Elementary School District No. 32 of Yuma County, Arizona School Improvement Bonds, Project of 2015, Series A (2016)	**4/28/16**	**Bond Counsel**
$74,865,000 Dysart Unified School District No. 89 of Maricopa County, Arizona Refunding Bonds, Series 2016	5/3/16	Underwriter's Counsel
Gilbert Unified School District No. 41 of Maricopa County, Arizona $31, 300,000 School Improvement Bonds, Project of 2015, Series A (2016) and $38,445,000 Refunding Bonds, Series 2016	5/3/16	Underwriter's Counsel
$7,500,000 Prescott Unified District No. 1 of Yavapai County, Arizona School Improvement Bonds, Project of 2015, Series A (2016)	5/12/16	Underwriter's Counsel
$6,000,000 Litchfield Elementary School District No. 79 of Maricopa County, Arizona School Improvement Bonds, Series 2016	**5/19/16**	**Bond Counsel**
$25,785,000 Higley Unified School District No. 60 of Maricopa County, Arizona School Improvement Bonds, Project of 2013, Series C (2016	**6/1/16**	**Bond Counsel**
Buckeye Elementary School District No. 33 of Maricopa County, Arizona $6,265,000 School Improvement Bonds, Project of 2015, Series A (2016) and $9,850,000 Refunding Bonds, Series 2016	6/2/16	Underwriter's Counsel
$5,200,000 Union Elementary School District No. 62 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series A (2016)	6/15/16	Underwriter's Counsel
$9,450,000 Sunnyside Unified School District No. 12 of Pima County, Arizona School Improvement Bonds, Project of 2011, Series F (2016)	**6/22/16**	**Bond Counsel**
$28,000,000 Peoria Unified School District No. 11 of Maricopa County, Arizona School Improvement Bonds, Series 2016	**7/6/16**	**Bond Counsel**
$9,800,000 Flowing Wells Unified School District No. 8 of Pima County, Arizona Refunding Bonds, Series 2016	**7/7/16**	**Bond Counsel**
$40,805,000 Kingman Unified School District No. 20 of Mohave County, Refunding Bonds Series 2016	7/14/16	Underwriter's Counsel
$10,000,000 Cave Creek Unified School District No. 93 of Maricopa County, Arizona School Improvement Bonds, Project of 2014, Series B (2016)	7/14/16	Underwriter's Counsel

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Financing	Date	Role
$23,400,000 Tempe Union High School District No. 213 of Maricopa County, Arizona Refunding Bonds, Series 2016	8/23/16	Underwriter's Counsel
$63,000,000 Tucson Unified School District No. 1 of Pima County, Arizona Refunding Bonds, Series 2016	8/25/16	Underwriter's Counsel
Phoenix Elementary School District No. 1 of Maricopa County, Arizona Refunding Bonds, Series 2016	9/20/16	Underwriter's Counsel
$2,475,000 Liberty Elementary School District No. 25 of Maricopa County, Arizona School Improvement Bonds, Project of 2013, Series B (2016) and $4,455,000 Refunding Bonds, Series 2016	9/22/16	Underwriter's Counsel
Tuba City Unified School District No. 15 of Coconino County, Arizona Impact Aid Revenue Bonds, Project of 2014, Series 2016	10/26/16	Underwriter's Counsel
$20,510,000 Osborn Elementary School District No. 8 of Maricopa County, Arizona Refunding Bonds, Series 2016	11/10/16	Underwriter's Counsel
$17,595,000 Vail Unified School District No. 20 of Pima County, Arizona School Improvement and Refunding Bonds, Series 2016	**12/6/16**	**Bond Counsel**
Phoenix Union High School District No. 210 of Maricopa County, Arizona $39,425,000 School Improvement Bonds, Project of 2011, Series E (2017)	2/22/17	Underwriter's Counsel
$11,630,000 Sedona-Oak Creek Joint Unified School District No. 9 of Coconino and Yavapai Counties, Arizona Refunding Bonds, Series 2017 (2019 Crossover)	2/23/17	Underwriter's Counsel
$5,740,000 Heber-Overgaard Unified School District No. 6 of Navajo County, Arizona Refunding Bond, Series 2017	3/9/17	Underwriter's Counsel
$39,635,000 Scottsdale Unified School District No. 48 of Maricopa County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)	3/9/17	Underwriter's Counsel
$22,065,000 Deer Valley Unified School District No. 97 of Maricopa County, Arizona School Improvement Bonds, Project of 2013, Series C	3/16/17	Underwriter's Counsel
$31,010,000 Agua Fria Union High School District No. 216 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series B (2017)	3/21/17	Underwriter's Counsel
Wickenburg Unified School District No. 9 of Maricopa and Yavapai Counties, Arizona $8,710,000 School Improvement Bonds, Tax-Exempt Series 2017A and $700,000 School Improvement Bonds, Taxable Series 2017B	**3/29/17**	**Bond Counsel**
$2,955,000 Murphy Elementary School District No. 21 of Maricopa County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)	3/29/17	Underwriter's Counsel
$30,315,000 Mesa Unified School District No. 4 of Maricopa County, Arizona School Improvement Bonds, Project of 2012, Series E (2017)	3/29/17	Underwriter's Counsel
$14,300,000 Amphitheater Unified School District No. 10 of Pima County, Arizona School Improvement Bonds, Project of 2016, Series A (2017) and $27,290,000 Refunding Bonds, Series 2017	4/4/17	Underwriter's Counsel
$47,857,000 Tempe Elementary School District No. 3 of Maricopa County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)	4/6/17	Underwriter's Counsel
$25,000,000 Casa Grande Elementary School District No. 4 of Pinal County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)	4/12/17	Underwriter's Counsel
$31,645,000 Colorado River Union High School District No. 2 of Mohave County, Arizona School Improvement Bonds, Series 2017	4/13/17	Underwriter's Counsel

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Financing	Date	Role
$4,145,000 Santa Cruz Valley Union High School District No. 40 of Pinal County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)	4/19/17	Underwriter's Counsel
$13,920,000 Blue Ridge Unified School District No. 32 of Navajo County, Arizona School Improvement Bonds, Series 2017	**4/20/17**	**Bond Counsel**
$21,405,000 Creighton Elementary School District No. 14 of Maricopa County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)	4/26/17	Underwriter's Counsel
$2,390,000 Littleton Elementary School District No. 65 of Maricopa County, Arizona School Improvement Bond, Project of 2014, Series B (2017)	**5/2/17**	**Bond Counsel**
$30,500,000 Madison Elementary School District No. 38 of Maricopa County, Arizona School Improvement Bonds, Project of 2014, Series B (2017)	5/3/17	Underwriter's Counsel
$16,075,000 Sierra Vista Unified School District No. 68 of Cochise County, Arizona, School Improvement Bonds, Project of 2016, Series A (2017)	**5/9/17**	**Bond Counsel**
$15,490,000 Lake Havasu Unified School District No. 1 of Mohave County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)	5/11/17	Underwriter's Counsel
$70,035,000 Western Maricopa Education Center District No. 402 of Maricopa County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)	5/16/16	Underwriter's Counsel
$71,935,000 Chandler Unified School District No. 80 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series B (2017)	**5/23/17**	**Bond Counsel**
$7,380,000 J.O. Combs Unified School District No. 44 of Pinal County, Arizona School Improvement Bonds, Project of 2016, Series A (2017)	**5/31/17**	**Bond Counsel**
$26,880,000 Phoenix Union High School District No. 210 of Maricopa County, Arizona Refunding Bonds, Series 2017	6/7/17	Underwriter's Counsel
$20,750,000 Buckeye Union High School District No. 201 of Maricopa County, Arizona School Improvement and Refunding Bonds, Series 2017	**6/8/17**	**Bond Counsel**
$13,070,000 Phoenix Elementary School District No. 1 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series B (2017)	7/6/17	Underwriter's Counsel
$17,430,000 Peoria Unified School District No. 11 of Maricopa County, Arizona School Improvement Bonds, Series 2017	**7/12/17**	**Bond Counsel**
$23,900,000 Marana Unified School District No. 6 of Pima County, Arizona School Improvement Bonds, Project of 2014, Series C (2017)	7/25/17	Underwriter's Counsel
Riverside Elementary School District No. 2 of Maricopa County, Arizona $10,235,000 School Improvement Bonds, Project of 2014, Series C (2017) and $4,510,000 Refunding Bonds, Series 2017 (2020 Crossover)	9/6/17	Underwriter's Counsel
$14,745,000 Humboldt Unified School District No. 22 of Yavapai County, Arizona Refunding Bonds Series 2017	**10/18/17**	**Bond Counsel**
$17,800,000 Queen Creek Unified School District No. 95 of Maricopa County, Arizona Lease-Purchase Agreement, Dated As Of November 1, 2017	**11/09/17**	**Bond Counsel**
$14,645,000 Yuma Elementary School District No. 1 of Yuma County, Arizona School Improvement Bonds, Project of 2014, Series B (2017)	11/29/17	Underwriter's Counsel

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Financing	Date	Role
$42,745,000 Scottsdale Unified School District No. 48 of Maricopa County, Arizona School Improvement Bonds, Project of 2016, Series B (2017) and $47,080,000 Refunding Bonds, Series 2017	12/20/17	Underwriter's Counsel
$15,635,000 Chandler Unified School District No. 80 of Maricopa County, Arizona Refunding Bonds, Series 2017	**12/21/17**	**Bond Counsel**
Littleton Elementary School District No. 65 of Maricopa County, Arizona Equipment Lease-Purchase Agreement, dated as of December 28, 2017	**12/28/17**	**Bond Counsel**
$48,520,000 Tucson Unified School District No. 1 of Pima County, Arizona Refunding Bonds, Series 2017 (2020 Crossover)	12/28/17	Underwriter's Counsel
$17,480,000 Agua Fria Union High School District No. 216 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series C (2018)	2/15/18	Underwriter's Counsel
$23,000,000 Deer Valley Unified School District No. 97 of Maricopa County, Arizona School Improvement Bonds, Project of 2013, Series D (2018)	3/8/18	Underwriter's Counsel
$45,215,000 Queen Creek Unified School District No. 95 of Maricopa County, Arizona School Improvement Bonds, Series 2018	**3/15/18**	**Bond Counsel**
$14,200,000 Tolleson Elementary School District No. 17 of Maricopa County, Arizona School Improvement Bonds, Project of 2017, Series A (2018)	3/21/18	Underwriter's Counsel
$25,355,000 Mesa Unified School District No. 4 of Maricopa County, Arizona School Improvement Bonds, Project of 2012, Series F (2018)	3/22/18	Underwriter's Counsel
$23,180,000 Osborn Elementary School District No. 8 of Maricopa County, Arizona School Improvement Bonds, Project of 2017, Series A (2018)	4/12/18	Underwriter's Counsel
$14,760,000 Litchfield Elementary School District No. 79 of Maricopa County, Arizona School Improvement Bonds, Series 2018	**4/18/18**	**Bond Counsel**
$14,265,000 Alhambra Elementary School District No. 68 of Maricopa County, Arizona School Improvement Bonds, Project of 2017, Series A (2018)	5/2/18	Underwriter's Counsel
$3,750,000 Littleton Elementary School District No. 65 of Maricopa County, Arizona School Improvement Bond, Project of 2017, Series A (2018)	**5/8/18**	**Bond Counsel**
$148,370,000 Phoenix Union High School District No. 210 of Maricopa County, Arizona School Improvement Bonds, Projects of 2011 and 2017, Series 2018	5/8/18	Underwriter's Counsel
$14,820,000 Florence Unified School District No. 1 of Pinal County, Arizona School Improvement Bonds, Project of 2017, Series A (2018)	5/9/18	Underwriter's Counsel
$13,385,000 Flowing Wells Unified School District No. 8 of Pima County, Arizona School Improvement Bonds, Project of 2017, Series A (2018)	5/30/18	Underwriter's Counsel
$27,810,000 Gilbert Unified School District No. 41 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series B (2018) Bonds, Project of 2015, Series B (2018)	5/31/18	Underwriter's Counsel
$8,590,000 Buckeye Union High School District No. 201 of Maricopa County, Arizona School Improvement Bonds, Series 2018	**6/14/18**	**Bond Counsel**
$3,895,000 Prescott Unified School District No. 1 of Yavapai County, Arizona School Improvement Bonds, Project of 2015, Series B (2018)	6/21/18	Underwriter's Counsel
$3,000,000 Ray Unified School District No. 3 of Pinal County, Arizona School Improvement Bonds, Series 2018	6/21/18	Underwriter's Counsel

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Financing	Date	Role
$14,070,000 J.O. Combs Unified School District No. 44 of Pinal County, Arizona School Improvement Bonds, Project of 2016, Series B (2018)	**6/28/18**	**Bond Counsel**
$16,125,000 Peoria Unified School District No. 11 of Maricopa County, Arizona School Improvement Bonds, Series 2018	**7/3/18**	**Bond Counsel**
$23,890,000 Marana Unified School District No. 6 of Pima County, Arizona School Improvement Bonds, Project of 2014, Series D (2018)	7/17/18	Underwriter's Counsel
$7,155,000 Casa Grande Elementary School District No. 4 of Pinal County, Arizona School Improvement Bonds, Project of 2016, Series B (2018)	9/5/18	Underwriter's Counsel
$10,575,000 Buckeye Elementary School District No. 33 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series 2018B	10/30/18	Underwriter's Counsel
Phoenix Elementary School District No. 1, School Improvement Bonds, Project of 2015, Series C (2018)	11/15/18	Underwriter's Counsel
$9,425,000 Sunnyside Unified School District No. 12 of Pima County, Arizona, School Improvement Bonds, Project of 2011, Series G (2018)	**11/28/18**	**Bond Counsel**
$52,330,000 Chandler Unified School District No. 80 of Maricopa County, Arizona School Improvement Bonds, Project of 2015, Series C (2018)	**12/13/18**	**Bond Counsel**
Vail Unified School District No. 20 of Pima County, Arizona Lease-Purchase Agreement	**12/18/18**	**Bond Counsel**
$22,325,000 Balsz Elementary School District No. 31 of Maricopa County, Arizona School Improvement Bonds, Project of 2018, Series A (2019)	2/13/19	Underwriter's Counsel
$2,000,000 Littleton Elementry School District No. 65 of Maricopa County School Improvement Bond, Project 2017, Series B (2019)	**3/12/19**	**Bond Counsel**
$20,640,000 Queen Creek Unified School District No. 95 of Maricopa County, Arizona School Improvement Bonds, Series 2019	**4/4/19**	**Bond Counsel**
$36,875,000 Vail Unified School District No. 20 of Pima County, Arizona School Improvement Bonds, Series 2019	**4/4/19**	**Bond Counsel**
$19,710,000 Osborn Elementary School District No. 8 of Maricopa County, Arizona School Improvement Bonds, Project of 2017, Series B (2019)	4/24/19	Underwriter's Counsel
$56,135,000 Mesa Unified School District No. 4 of Maricopa County, Arizona, School Improvement Bonds, Project of 2018, Series A (2019)	4/30/19	Underwriter's Counsel
$2,895,000 Benson Unified School District No. 9 of Cochise County, Arizona School Improvement Bonds, Series 2019	5/2/19	Underwriter's Counsel
$13,370,000 Amphitheater Unified School District No. 10 of Pima County, Arizona School Improvement Bonds, Project of 2016, Series B (2019)	5/7/19	Underwriter's Counsel
$10,800,000 Sierra Vista Unified School District No. 68 of Cochise County, Arizona School Improvement Bonds, Project of 2016, Series B (2019)	**5/9/19**	**Bond Counsel**
$3,050,000 Round Valley Unified School District No. 10 of Apache County, Arizona Refunding Bonds, Series 2019	5/29/19	Underwriter's Counsel
$24,785,000 Gilbert Unified School District No. 41 of Maricopa County, Arizona School Improvement Bonds Project of 2015, Series C (2019)	5/30/19	Underwriter's Counsel

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Financing	Date	Role
$7,375,000 Window Rock Unified School District No. 8 Of Apache County, Arizona Impact Aid Revenue Refunding Bonds, Series 2019	**5/31/19**	**Bond Counsel**
$46,355,000 Deer Valley Unified School District No. 97 of Maricopa County, Arizona School Improvement Bonds Project of 2013, Series E (2019)	6/6/19	Underwriter's Counsel
$18,360,000 Gila Bend Unified School District No. 24 of Maricopa County, Arizona School Improvement and Refunding Bonds, Series 2019	**6/11/19**	**Bond Counsel**
$44,665,000 Phoenix Union High School District No. 210 of Maricopa County, Arizona School Improvement Bonds, Project of 2017, Series B (2019)	6/13/19	Underwriter's Counsel
$18,565,000 Glendale Union High School District No. 205 of Maricopa County, Arizona, School Improvement Bonds, Project of 2015, Series C (2019)	6/18/19	Underwriter's Counsel
$12,935,000 J.O. Combs Unified School District No. 44 of Pinal County, Arizona, School Improvement Bonds, Project of 2016, Series C (2019)	**6/27/19**	**Bond Counsel**
$16,115,000 Peoria Unified School District No. 11 of Maricopa County, Arizona School Improvement Bonds, Series 2019	**7/10/19**	**Bond Counsel**
$54,490,000 Scottsdale Unified School District No. 48 of Maricopa County, Arizona School Improvement Bonds, Project of 2016, Series C (2019)	8/1/19	Underwriter's Counsel
$13,750,000 Alhambra Elementary School District No. 68 of Maricopa County, Arizona School Improvement Bonds, Project of 2017, Series B (2019)	8/8/19	Underwriter's Counsel
$53,035,000 Western Maricopa Education Center District No. 402 of Maricopa County, Arizona School Improvement Bonds, Project of 2016, Series B (2019)	9/24/19	Underwriter's Counsel
$25,000,000 Creighton Elementary School District School Improvement Bonds, Project of 2016, Series B (2019)	9/24/19	Underwriter's Counsel
$15,180,000 Laveen Elementary School District No. 59 of Maricopa County, Arizona School Improvement and Refunding Bonds, Series 2019	**10/3/19**	**Bond Counsel**
Chandler Unified School District No. 80 of Maricopa County, Arizona Lease-Purchase Agreement, dated as of October 1, 2019	**10/10/19**	**Bond Counsel**
$5,730,000 Buckeye Elementary School District No. 33 Of Maricopa County, Arizona School Improvement Bonds, Project Of 2015, Series C (2019)	10/29/19	Underwriter's Counsel
$19,655,000 Marana Unified School District No. 6 of Pima County, Arizona School Improvement Bonds, Project of 2014, Series E (2019)	10/29/19	Underwriter's Counsel
$16,175,000 Lake Havasu Unified School District No. 1 of Mohave County, Arizona School Improvement Bonds, Project of 2016, Series B (2019)	11/07/19	Underwriter's Counsel
$2,625,000 Gadsden Elementary School District No. 32 of Yuma County, Arizona School Improvement Bonds, Project of 2015, Series B (2019)	**11/26/19**	**Bond Counsel**
$7,970,000 Tolleson Elementary School District No. 17 of Maricopa County, Arizona School Improvement Bonds, Project of 2017, Series B (2019) and $2,990,000 Tolleson Elementary School District No. 17 of Maricopa County, Arizona Refunding Bonds, Series 2019	11/26/19	Underwriter's Counsel

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Financing	Date	Role
Queen Creek Unified School District No. 95 of Maricopa County, Arizona Lease-Purchase Agreement, dated as of December 1, 2019	**12/20/19**	**Bond Counsel**
$50,360,000 Agua Fria Union High School District No. 216 of Maricopa County, Arizona School Improvement Bonds, Series 2020	2/20/20	Underwriter's Counsel
Queen Creek Unified School District No. 95 of Maricopa County, Arizona $23,280,000 School Improvement Bonds, Series 2020 and $6,060,000 Refunding Bonds, Series 2020	**4/2/20**	**Bond Counsel**
$4,455,000 Coolidge Unified School District No. 21 of Pinal County, Arizona School Improvement Bonds, Project of 2019, Series A (2020)	4/7/20	Underwriter's Counsel
$15,210,000 Vail Unified School District No. 20 Of Pima County, Arizona School Improvement And Refunding Bonds, Series 2020	**4/28/20**	**Bond Counsel**
$20,465,000 Liberty Elementary School District No. 25 of Maricopa County, Arizona School Improvement Bonds, Project of 2019, Series A (2020) (Assured Guaranty)	4/29/20	Underwriter's Counsel
$2,950,000 Littleton Elementary School District No. 65 of Maricopa County, Arizona School Improvement Bond, Project of 2017, Taxable Series C (2020)	**5/5/20**	**Bond Counsel**
$14,480,000 Santa Cruz Valley Unified School District No. 35 of Santa Cruz County, Arizona School Improvement Bonds, Project of 2019, Series A (2020)	5/6/20	Underwriter's Counsel
$40,630,000 Mesa Unified School District No. 4 of Maricopa County, Arizona School Improvement Bonds, Project of 2018, Series C (2020) and $30,000,000 Mesa Unified School District No. 4 of Maricopa County, Arizona School Improvement Bonds, Project of 2018, Taxable Series B (2020)	5/6/20	Underwriter's Counsel
$9,020,000 Scottsdale Unified School District No. 48 of Maricopa County, Arizona Refunding Bonds, Series 2020	5/7/20	Underwriter's Counsel
$41,510,000 Saddle Mountain Unified School District No. 90 of Maricopa County, Arizona School Improvement Bonds, Series 2020	5/7/20	Underwriter's Counsel

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Appendix III – Sample Billing Statement

GREENBERG TRAURIG, LLP
ATTORNEYS AT LAW

SUITE 700
2375 EAST CAMELBACK ROAD
PHOENIX, ARIZONA 85016
602.445.8000
FAX 602.445.8100

IRS 13-3613083

_____, 20__

Mr. Daniel O'Brien
Chief Financial Officer
Mesa Unified School District No. 4
of Maricopa County, Arizona
63 E. Main Street, #101
Mesa, Arizona 85201

Client No.: _____

SERVICES RENDERED as Bond Counsel in connection with the delivery of $____,000 Mesa Unified School District No. 4 of Maricopa County, Arizona School Improvement Bonds, Project of 20__, Series __ (20__)/Refunding Bonds, Series 20__, including expenses $_____

SAMPLE

WIRE TRANSFER INSTRUCTIONS

Bank name:	Wells Fargo Bank
ABA number:	_____
Account name:	Greenberg Traurig Depository Account
Account number	_____
Reference:	Attorney/Client Matter #

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GT GreenbergTraurig

VIA EMAIL

June 18, 2021

Leane Garrett, Procurement Specialist Supervisor
Mesa Unified School District No. 4
of Maricopa County, Arizona
549 N. Stapley Drive, Building #1
Mesa, Arizona 85203-7203

Re: Renewal of Contract for Request for Proposal No. 21-03MP (Legal Services)

Dear Ms. Garrett,

On behalf of Greenberg Traurig, LLP ("GT"), I am submitting this letter of confirmation verifying out intent to continue services under the captioned contract. GT elects to modify (and in certain instances, increase) pricing as described in the updated pricing sheet attached hereto.

If you have any questions or would like information in addition to that provided herein, please do not hesitate to contact me.

Thank you.

Paul Gales
Shareholder,
Greenberg Traurig, LLP
galesp@gtlaw.com
(602) 445-8404

GT GreenbergTraurig

Updated Pricing Sheet

The fees provided in the below tables (broken down among school districts, municipalities, and counties) are submitted as dollars per $1000 of proceeds generated from the sale of bonds or other obligations, with not to exceed and maximum amounts as noted.

There will be no charge for override elections for current school district clients with outstanding or planned bond authorizations/programs, otherwise attorney time will be billed at a flat rate of $300 per hour for associates of the firm and $395 per hour for shareholders of the firm, with a maximum of $7,500.00 per override election.

The fees indicated below include one meeting in the county in which the issuer is located in connection with the call of a bond or override election and one meeting related to the resolution ordering the sale of the bonds/obligations. Additional meetings would be billed at hourly rates with a maximum total of $1,500 per meeting. GT would also be reimbursed for all "out-of-pocket" expenses such as travel outside Maricopa County, Arizona, filing and recording fees, staff overtime approved by the issuer and other direct expenses incurred in connection with services rendered pursuant to the contract to be entered into between GT and the issuer. There will be no charge for routine copying costs, facsimile transmissions or election research such as Westlaw or Lexis. The "out-of-pocket" expenses are estimated not to exceed $500.00 per issue or election. Meals and hotels will not exceed $100 per diem. With the exception of bond election expenses, override election services and "out-of-pocket" expenses such as travel outside of Maricopa County, Arizona, filing and recording fees, staff overtime approved by the issuer and other direct expenses incurred by GT, all compensation to GT for professional services shall be due only from the proceeds of the sale of the bonds or other debt obligations, when, as and if issued and delivered by the issuer, unless the issuer shall determine that such fees shall be paid from other legally available sources. One billing statement for all fees and expenses would be sent after closing rather than monthly statements. In the event bonds or obligations are not issued and delivered by the issuer (including because the necessary voter approval was not obtained), no compensation for professional services will be due to GT. For other transactions, compensation would be paid as negotiated. For research and other legal fees not covered by the foregoing, attorney time will be billed at a flat rate of $300 per hour for associates of GT and $395 per hour for shareholders of GT.

For assistance with financings involving title or real estate issues or utility company acquisitions, land based security, special districts (including community facilities districts or improvement districts) or other circumstances requiring a significantly higher degree of complexity or effort (e.g., requests to attend an unusually large number of meetings) GT would negotiate a fair amount of additional compensation with the issuer.

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SCHOOL DISTRICTS

	Up to 9,999 Million	10 to 24,999 Million	25 to 49,999 Million	50 to 74,999 Million	75 to 99,999 Million	100 Plus Million
New General Obligation Bonds						
Fee	Not to exceed $25,000	Not to exceed $25,000	Not to exceed $15,000 plus $0.50*	Not to exceed $15,000 plus $0.50*	Not to exceed $15,000 plus $0.50*	Not to exceed $15,000 plus $0.50* ($75,000 maximum)
Refinancing General Obligation Bonds						
Fee	Not to exceed $35,000	Not to exceed $35,000	Not to exceed $25,000 plus $0.50*	Not to exceed $25,000 plus $0.50*	Not to exceed $25,000 plus $0.50*	Not to exceed $25,000 plus $0.50* ($85,000 maximum)
New Certificates of Participation (Lease Purchase)						
Fee	Not to exceed $50,000	Not to exceed $50,000	Not to exceed $50,000	Not to exceed $40,000 plus $0.75*	Not to exceed $85,000	Not to exceed $85,000
Refinancing Certificates of Participation (Lease Purchase)						
Fee	Not to exceed $50,000	Not to exceed $50,000	Not to exceed $50,000	Not to exceed $40,000 plus $0.75*	Not to exceed $85,000	Not to exceed $85,000

* Per $1000 of proceeds generated from the sale of bonds or other obligations.

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MUNICIPALITIES

	Up to 9,999 Million	10 to 24,999 Million	25 to 49,999 Million	50 to 74,999 Million	75 to 99,999 Million	100 Plus Million
New General Obligation Bonds						
Fee	Not to exceed $35,000	Not to exceed $35,000	Not to exceed $25,000 plus $0.50*	Not to exceed $25,000 plus $0.50*	Not to exceed $25,000 plus $0.50*	Not to exceed $25,000 plus $0.75*
Refinancing General Obligation Bonds						
Fee	Not to exceed $45,000	Not to exceed $45,000	Not to exceed $35,000 plus $0.50*	Not to exceed $35,000 plus $0.50*	Not to exceed $35,000 plus $0.50*	Not to exceed $35,000 plus $0.75*
New Certificates of Participation (Lease Purchase)						
Fee	Not to exceed $50,000	Not to exceed $50,000	Not to exceed $40,000 plus $0.75*	Not to exceed $40,000 plus $0.75*	Not to exceed $50,000 plus $1.00*	Not to exceed $1.50*
Refinancing Certificates of Participation (Lease Purchase)						
Fee	Not to exceed $50,000	Not to exceed $50,000	Not to exceed $50,000 plus $0.75*	Not to exceed $50,000 plus $0.75*	Not to exceed $60,000 plus $1.00*	Not to exceed $1.50*
New Revenue Obligations						
Fee	Not to exceed $50,000	Not to exceed $50,000	Not to exceed $40,000 plus $0.75*	Not to exceed $40,000 plus $0.75*	Not to exceed $40,000 plus $0.75*	Not to exceed $40,000 plus $0.75*
Refinancing Revenue Obligations						
Fee	Not to exceed $60,000	Not to exceed $60,000	Not to exceed $50,000 plus $0.75*	Not to exceed $50,000 plus $0.75*	Not to exceed $50,000 plus $0.75*	Not to exceed $50,000 plus $0.75*

* Per $1000 of proceeds generated from the sale of bonds or other obligations.

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COUNTIES

	Up to 9,999 Million	10 to 24,999 Million	25 to 49,999 Million	50 to 74,999 Million	75 to 99,999 Million	100 Plus Million
New General Obligation Bonds						
Fee	Not to exceed $35,000	Not to exceed $35,000	Not to exceed $25,000 plus $0.50*	Not to exceed $25,000 plus $0.50*	Not to exceed $25,000 plus $0.50*	Not to exceed $25,000 plus $0.75*
Refinancing General Obligation Bonds						
Fee	Not to exceed $45,000	Not to exceed $45,000	Not to exceed $35,000 plus $0.50*	Not to exceed $35,000 plus $0.50*	Not to exceed $35,000 plus $0.50*	Not to exceed $35,000 plus $0.75*
New Certificates of Participation (Lease Purchase)						
Fee	Not to exceed $55,000	Not to exceed $55,000	Not to exceed $45,000 plus $0.75*	Not to exceed $45,000 plus $0.75*	Not to exceed $55,000 plus $1.00*	Not to exceed $1.50*
Refinancing Certificates of Participation (Lease Purchase)						
Fee	Not to exceed $65,000	Not to exceed $65,000	Not to exceed $55,000 plus $0.75*	Not to exceed $55,000 plus $0.75*	Not to exceed $65,000 plus $1.00*	Not to exceed $1.50*
New Revenue Obligations						
Fee	Not to exceed $55,000	Not to exceed $55,000	Not to exceed $45,000 plus $0.75*	Not to exceed $45,000 plus $0.75*	Not to exceed $45,000 plus $0.75*	Not to exceed $45,000 plus $0.75*
Refinancing Revenue Obligations						
Fee	Not to exceed $65,000	Not to exceed $65,000	Not to exceed $55,000 plus $0.75*	Not to exceed $55,000 plus $0.75*	Not to exceed $55,000 plus $0.75*	Not to exceed $55,000 plus $0.75*

* Per $1000 of proceeds generated from the sale of bonds or other obligations.

GT GreenbergTraurig

Paul Gales
galesp@gtlaw.com
602-445-8404

February 25, 2022

Mayor and Council
City of Flagstaff, Arizona
211 West Aspen Avenue
Flagstaff, Arizona 86001

Re: City of Flagstaff, Arizona Loan Agreement with the Water Infrastructure Finance Authority of Arizona

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as special counsel to the City of Flagstaff, Arizona (the "Issuer") in connection with the execution and delivery of the captioned Loan Agreement (the "Agreement") to be executed with the Water Infrastructure Finance Authority of Arizona ("WIFA"), as well as to provide a fee quote for providing such services.

Proceeds of the Agreement will be applied to finance approximately $20,000,000 of stormwater projects. As special counsel, we will, with respect to the Agreement, examine applicable law; prepare authorizing and operative documents; consult with the parties to the transaction relating to the Agreement; review certified proceedings; review legal issues relating to the structure of the issue; obtain from governmental authorities such approvals, rulings, permissions and exemptions as special counsel determines are necessary or appropriate and undertake such additional duties as we deem necessary to render an opinion relating to the Agreement opining that, among other things required by WIFA, the Agreement is valid and enforceable against the Issuer.

Based upon (i) our current understanding of the terms and structure of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we propose a fee as special counsel with respect to the Agreement of $40,000.00 in accordance with SAVE Contract No. 21-03MP (Legal Services). Our fee is usually paid at the Closing out of proceeds of the Agreement, and we customarily do not submit any statement until the closing. If we are retained by the City and if, for any reason, the execution and delivery of the Agreement is not consummated, we will not expect to be compensated except for "out-of-pocket" expenses.

Very truly yours,



Paul Gales

GT GreenbergTraurig

Paul Gales
galesp@gtlaw.com
602-445-8404

February 25, 2022

Mayor and Council
City of Flagstaff, Arizona
211 West Aspen Avenue
Flagstaff, Arizona 86001

Re: City of Flagstaff, Arizona Utility System Revenue Obligations, Series 2022

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as special counsel to the City of Flagstaff, Arizona (the "Issuer") in connection with the execution and delivery of the captioned Obligations (the "Obligations") to be executed and delivered for the benefit of the Issuer, as well as to provide a fee quote for providing such services.

Proceeds of the Obligations will be applied to finance approximately $4,000,000 of stormwater projects. As special counsel, we will, with respect to the Obligations, examine applicable law; prepare authorizing and operative documents; consult with the parties to the transaction prior to issuance; review certified proceedings; review legal issues relating to the structure of the issue; obtain from governmental authorities such approvals, rulings, permissions and exemptions as special counsel determines are necessary or appropriate and undertake such additional duties as we deem necessary to render an opinion relating to the Obligations that the Obligations are valid and binding, special, limited obligations, and payable from and secured by installment payments to be paid by the Issuer pursuant to the documents executed in connection with the Obligations and that the interest portion of such installment payments will be (i) excluded from gross income for federal income tax purposes and, (ii) assuming such interest portion is excluded from gross income for federal income tax purposes, will be exempt from Arizona income taxes (subject to certain limitations which will be expressed in such opinion).

Based upon (i) our current understanding of the terms and structure of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we propose a fee as special counsel for the Obligations of $40,000.00 in accordance with SAVE Contract No. 21-03MP (Legal Services). Our fee is usually paid at the Closing out of proceeds of the sale of the Obligations, and we customarily do not submit any statement until the Closing. If we are retained by the City and if, for any reason, the execution and delivery of the Obligations is not consummated, we will not expect to be compensated except for "out-of-pocket" expenses.

Very truly yours,



Paul Gales

GT GreenbergTraurig

Paul Gales
galesp@gtlaw.com
602-445-8404

February 25, 2022

Mayor and Council
City of Flagstaff, Arizona
211 West Aspen Avenue
Flagstaff, Arizona 86001

Re: City of Flagstaff, Arizona Utility System Revenue Refunding Obligations, Series 2022

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as special counsel to the City of Flagstaff, Arizona (the "Issuer") in connection with the execution and delivery of the captioned Obligations (the "Obligations") to be executed and delivered for the benefit of the Issuer, as well as to provide a fee quote for providing such services.

Proceeds of the Obligations will be applied to refinance approximately $6,000,000 related to certain outstanding loan agreements between the Issuer and the Water Infrastructure Finance Authority of Arizona, the proceeds of which financed water and wastewater projects. As special counsel, we will, with respect to the Obligations, examine applicable law; prepare authorizing and operative documents; consult with the parties to the transaction prior to issuance; review certified proceedings; review legal issues relating to the structure of the issue; obtain from governmental authorities such approvals, rulings, permissions and exemptions as special counsel determines are necessary or appropriate and undertake such additional duties as we deem necessary to render an opinion relating to the Obligations that the Obligations are valid and binding, special, limited obligations, and payable from and secured by installment payments to be paid by the Issuer pursuant to the documents executed in connection with the Obligations and that the interest portion of such installment payments will be (i) excluded from gross income for federal income tax purposes and, (ii) assuming such interest portion is excluded from gross income for federal income tax purposes, will be exempt from Arizona income taxes (subject to certain limitations which will be expressed in such opinion).

Based upon (i) our current understanding of the terms and structure of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we propose a fee as special counsel for the Obligations of $40,000.00 in accordance with SAVE Contract No. 21-03MP (Legal Services). Our fee is usually paid at the Closing out of proceeds of the sale of the Obligations, and we customarily do not submit any statement until the closing. If we are retained by the City and if, for any reason, the execution and delivery of the Obligations is not consummated, we will not expect to be compensated except for "out-of-pocket" expenses.

Very truly yours,

Paul Gales

8. D.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Emily Markel, Senior Procurement Specialist
Date:	03/11/2022
Meeting Date:	03/15/2022

TITLE:

Consideration and Approval of Contract: Consideration of Contract award to First Class Enterprises, LLC., DBA First Class Sanitation for the Purchase and Maintenance of Portable Chemical Toilets.

STAFF RECOMMENDED ACTION:

1. Approve the Contract with First Class Enterprises, LLC DBA First Class Sanitation for the Purchase and Maintenance of Portable Chemical Toilets; and
2. Authorize the City Manager to execute the necessary documents.

Executive Summary:

The Contract will supply multiple divisions within the City of Flagstaff with the Purchase and Maintenance of Portable Chemical Toilets for an initial period of three (3) years with an option to renew for two (2) additional one (1) year terms. The Parks Section, Solid Waste and Community Events will utilize the Contract for various City parks and athletic fields, at the landfill and for City sponsored events.

Financial Impact:

- The Parks Section has account number (001-06-155-0561-5-4245) and (001-06-155-0567-5-4245) budgeted for the Portable Chemical Toilet rentals as one-time funding.
- Solid Waste (Landfill) has account number (211-06-165-0631-0-4215) budgeted for two (1) Portable Chemical Toilets located at the landfill.
- Community Events has account number (001-06-156-0583-5-4245) for various city sponsored events.

Policy Impact:

N/A

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Connection to Council Goal and/or Regional Plan:

COUNCIL GOALS:

Provide sustainable and equitable public facilities, services, and infrastructure systems in an efficient and effective manner to serve all population areas and demographics.

Regional Plan

Recreation

Goal REC.1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.

Has There Been Previous Council Decision on This:

N/A

Options and Alternatives:

1. Award the Contract as recommended by Staff
2. Not award the Contract and direct Staff to re-solicit
3. Not award the Contract and not provide the Portable Chemical toilets at various parks, the landfill and City events.

Background/History:

The Portable Chemical Toilets will be placed in various City parks and athletic fields, used by the Solid Waste Section at the landfill and used by Community Events for various City sponsored events.
On November 16, 2021, Procurement staff posted an Invitation for Bids (IFB) for Portable Chemical Toilets on the City's PlanetBids electronic bidding platform, and advertised in the Arizona Daily Sun for two (2) consecutive weeks: Sunday, November 21, 2021 and Sunday, November 28, 2021 in the Arizona Daily Sun. In addition, Procurement staff provided courtesy notifications to all Portable Chemical Toilet vendors in the Flagstaff area. On December 16, 2021, the City received one (1) bid from First Class Enterprises, LLC. After discussions and review among City staff, First Class Enterprises LLC was deemed qualified to perform the work and staff is requesting approval of the Contract for Purchase and Maintenance.

Key Considerations:

This is a low-cost option to provide restroom services at parks, the landfill and public events where toilet facilities would otherwise not be provided.

Community Benefits and Considerations:

The Portable Chemical Toilets will be placed and maintained year-round and/or on a seasonal basis at various parks, the landfill and at public events.

Attachments: 2022-44 First Class Contract
Exhibit A - Bid results

CONTRACT FOR PURCHASE OF MATERIALS/SERVICES
Contract No. 2022-44

This Contract is entered into this _____ day of _____, 2022 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and First Class Enterprises, LLC DBA First Class Sanitation, an Arizona limited liability company ("Contractor").

WHEREAS, the City desires to receive, and Contractor is able to provide materials/services; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree:

1. Scope of Work: Contractor shall provide and maintain **PORTABLE CHEMICAL TOILETS** as more specifically described in the scope of work attached as *Exhibit A.*

2. Compensation: Contractor shall be compensated for work performed under the Bid schedule and any purchase orders for materials identified in the Scope of Work attached hereto as *Exhibit A*. Payment shall be compensation in full for all terms necessary to provide a complete project with respect to each Bid item, purchase order, or amendment to the project. Any price adjustment must be approved by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual Contract price is less than $50,000; otherwise City Council approval is required.

3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as *Exhibit B*, are hereby incorporated into this Contract by reference and shall apply to performance of this Contract, except to the extent modified in *Exhibit A.*

4. Insurance: Contractor shall meet insurance requirements of the City, set forth in *Exhibit C.*

5. Contract Term: The Contract term is for a period of three (3) years unless terminated pursuant to the Standard Terms and Conditions. The Contract will be effective as of the date signed by both parties. Performance shall commence within ten (10) days from City's issuance of the Notice to Proceed.

6. Renewal: The Contract may be renewed or extended for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.

7. City Renewal: The City reserves the right to unilaterally extend the Contract for ninety (90) days beyond the stated expiration date.

8. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Richard Hearne
Streets Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
rahearne@flagstaffaz.gov

To Contractor:

Mike Thompson
Managing Member
First Class Sanitation
PO Box 1921
Flagstaff, AZ 86002
firstclassnaz@gmail.com

Jeff Ely
Public Works Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001

Amy Hagin
Parks Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001

With a copy to:

Emily Markel
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
emarkel@flagstaffaz.gov

9. Authority: Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

CONTRACTOR

_____

Print name:_____

Title:_____

Date:_____

CITY OF FLAGSTAFF

_____

Print name:_____

Title:_____

Date:_____

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney's Office

Notice to Proceed issued:_____, 20___

EXHIBIT A

SCOPE OF WORK

The intent of the Contract is to furnish the City of Flagstaff with its requirements for portable chemical toilets (Units). The successful Contractor may be required to furnish more than the estimated quantities of Units at additional locations other than specified below. The Contract, at the Contractor's identified prices, will provide any additional Units and locations as requested. The Units must be delivered on the date scheduled and removed from the sites as scheduled within 24 hours to pick up the Units after the end date.

1. **PERSONNEL AND EQUIPMENT:** Contractor must have sufficient staffing, equipment and number of portable toilets.

2. **SERVICE CALLS:** The Units shall be maintained by the Contractor in an acceptable and sanitary condition at all times. Acceptable and sanitary condition shall be defined as meaning:

    a. Units are to be kept in good repair. Units are not required to be new providing they are kept in good repair. The City reserves the right to inspect the Units at any time. Any Unit found to be in violation of the requirements of the Contract will be corrected within 24 hours after notification of the violation at the Contractor's expense, including replacement as applicable.

    b. The inside and outside of the Units is to be kept free of dirt and debris. If the Unit is painted, the Contractor must ensure that the paint is not to be peeling. The Contractor is to maintain their name and phone number on the outside of each Unit in a neat and legible manner. All graffiti, inside and outside of the Units, is to be removed during the service call in which it is noticed. If removal of the graffiti required additional work, it is to be performed within a timely manner at the Contractor's expense, including the replacement of the Unit if applicable.

    c. Each Unit shall be kept free of offensive odors and have four paper holders with paper in each Unit. Each Unit shall be thoroughly sanitized on each service call.

Contractor shall be responsible for securing each Unit to the ground in a manner that will prevent tip overs. Blue Stake must be notified prior to digging when securing the Units. The City of Flagstaff Parks Section prior to implementing the security method must approve Contractor's method of securing Units. The City will not be responsible for tip overs and the City will not pay additional fees for charges for the up righting and additional servicing required as a result of tip overs. The Contractor shall bear full responsibility for the clean-up (both inside and outside of the Unit and the area(s) around the Unit), sanitizing and servicing as a result of any tip overs. **In the event of a tip over, the Contractor shall set up and clean the Units within two (2) hours.**

Any debris, e.g., trash, paper, cans, etc., removed from the Unit and shall be properly disposed of by the Contractor and not left at the Unit's site. Upon inspection of the units by the City, should any debris be found around the Units and determined by the City that the debris is from the Unit, the City may at its sole option, not pay for the servicing of the Unit or require the Contractor to correct the problem prior to any payment being made. If the Contractor is required to remedy the problem, the Contractor shall not charge any additional servicing fees.

Any spillage as a result of servicing/cleaning of a Unit will be cleaned up and the area hosed off with "fresh" water. No debris shall be left at the Unit site as a result of the service call.

d. "Normal servicing" shall be defined as the cleaning/servicing of the unit(s) three (3) times a week. **Note – Ball field toilets will be cleaned on Monday, Wednesday and Friday. Park toilets will be cleaned on Tuesday, Thursday and Saturday.** It is agreed and understood that some Units will have heavy use, particularly during peak periods, and may require servicing more than "normal servicing" as defined. The Contractor shall comply with the charge per call for service calls performed to a Unit in excess of the defined "normal" service calls, as defined in the Scope of Work. **All toilets must be cleaned no later than 5 PM on the scheduled day of cleaning.**

When additional servicing is required, the Contractor shall perform those services within 24 hours after notification from the City.

e. Snow Removal: The Contractor will remove all snow and ice from all Units and pad areas within the first 24 hours after accumulated snowfall to allow a safe entry/exit.

f. The charge per Unit shall be inclusive of set up, normal servicing and removal of the Unit(s).

The Contractor must keep the Parks Section informed of any concerns or problems.

3. **EXTERIOR COLORS:** In an effort to blend with the environment and to avoid attracting any unnecessary attention, the **"ONLY"** acceptable colors of Units offered to the City in conjunction with the Contact are light green, dark green, light brown (beige) and/or dark brown. Units offered with a light or white top to allow for additional natural lighting within the units are acceptable so long as the body of the Unit meets the color criteria stated above.

4. **VANDALISM/THEFT/DAMAGE:** The Contractor shall assume full responsibility for damaged, stolen and/or vandalized Units. The City shall not be responsible for any Unit placed in conjunction with the Contract and the City **WILL NOT** reimburse the Contractor for Units that are damaged, stolen or vandalized during the term of the contract and any contract extension thereof. **Maintenance and vandalism issues must be addressed within 24 hours.**

5. **SHORT TERM PLACEMENT:** Units in addition to those listed under "Locations and Estimated Quantities", may be requested on a short-term basis for special events or as needed. The Contractor shall charge for amount identified on the Scope of Work for short-term placements. This charge is to be inclusive of all delivery, set up, servicing and removal charges that may apply.

6. **PERMITS:** The Contractor shall have all current and required City permits, including but not limited to, Scavenger Waste Permit (non-hazardous liquid waste). The Contractor shall maintain, in force, all required permits and the current Scavenger Waste Permit and may be requested to provide proof of the permits prior to the award being made.

If at any time during the term of the Contract it is discovered that the Contractor has allowed their permit to expire, the City, at its sole option, may terminate the Contract immediately, without written notice and without further obligation to the Contractor.

7. **REPORTING:** The Contractor shall submit bi-weekly reports either by mail or in person to the Parks Manager or designee. The reporting will include locations serviced, what day and by whom.

8. **BILLING:**

   a. The Contractor shall be responsible for submitting detailed and itemized billings to the City of Flagstaff. For billing purposes, the Contractor shall use the portable restroom schedule and attach to the billing. Billing and all concerns shall be addressed as follows:

      City of Flagstaff
      Accounts Payable
      211 W. Aspen Ave.
      Flagstaff, AZ 86001

   b. All invoices submitted to the City for payment shall specify the location of the Unit(s), number of Units at each location, the date and time of each servicing being billed for and cost of each Unit. Any charges for servicing Units or short-term placement must be itemized separately from other charges reflected on the billing. Any invoice received that does not comply with this provision will be returned to the contractor for corrections and no payments will be made until a corrected invoice is received. **Billing must be completed no later than the 8th or 22nd of each month. Billing must be submitted complete and correct. Failure to do so may hold up payment for another billing cycle.**

   c. Units that are placed or removed during a week shall be prorated on a daily basis for that portion of the week placed/removed. The normal weekly rate shall be charged thereafter for the term of placement.

EXHIBIT A

BID SHEET

(Attached)

EXHIBIT B

STANDARD TERMS AND CONDITIONS

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".

2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.

3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.

4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.

5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.

8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.

9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.

10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.

12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.

13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.

14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the City, shall constitute shall deliver conforming materials, or services, in each installment or lot of the Contract a breach of the Contract as a whole.

15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.

16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.

17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.

19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual

circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

20. TAXES: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

21. FEDERAL EXCISE TAXES: The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.

22. FUEL CHARGES: Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.

23. DISCOUNTS: If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.

24. AMOUNTS DUE TO THE CITY: Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.

25. OFAC: No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

26. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

27. CONTROL: Contractor shall be responsible for the control of the work.

28. WORK SITE: Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.

29. SAFEGUARDING PROPERTY: Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.

30. QUALITY: All work shall be of good quality and free of defects, performed in a diligent and professional manner.

31. **ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

32. **WARRANTY:** Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

33. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.

34. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.

35. **PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.

36. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

37. **GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

39. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

40. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.

41. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.

42. **AMENDMENTS:** The Contract may be amended by written agreement of the Parties.

43. **SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.

44. NO WAIVER: Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.

45. ASSIGNMENT: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

46. BINDING EFFECT: The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. SUBCONTRACTING: Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

48. NONDISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.

49. DRUG FREE WORKPLACE: The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. IMMIGRATION LAWS: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

51. TERMINATION FOR DEFAULT: Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured, or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

52. CITY REMEDIES: In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.

53. CONTRACTOR REMEDIES: In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.

54. TERMINATION FOR NONAPPROPRIATION OF FUNDS: The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.

55. TERMINATION FOR CONVENIENCE: Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.

56. TERMINATION DUE TO INSOLVENCY: If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.

57. PAYMENT UPON TERMINATION: Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.

58. CANCELLATION FOR GRATUITIES: The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.

59. CANCELLATION FOR CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

60. COOPERATIVE PURCHASE CONTRACTS: Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.

61. ADVERTISING: Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.

62. NOTICES: All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.

63. THIRD PARTY BENEFICIARIES: The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.

64. GOVERNING LAW: The Contract shall be construed in accordance with the laws of Arizona.

65. FORUM: In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.

66. ATTORNEYS' FEES: If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.

67. FORCE MAJUERE:

a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.

b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.

c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

68. NO BOYCOTT OF ISRAEL: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents ($100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.

69. CHANGES TO CONTRACT: The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.

2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.

3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

   Where relevant under the Scope of Work in the Contract, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

   a. Commercial General Liability - Occurrence Form

General Aggregate	$2,000,000
Products/Completed Operations	$1,000,000
Each Occurrence	$1,000,000

   b. Umbrella Coverage $2,000,000

   c. Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage	$1,000,000

   d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	$1,000,000
Disease - Each Employee	$1,000,000
Disease - Policy Limit	$1.000,000

   e. Professional Liability $2,000,000

f. Network Security and Privacy Liability

Per claim	$2,000,000
Annual Aggregate	$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:

   a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

   b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

   c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

   d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

   e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.

8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.

10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.

11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

Bid Results

Bidder Details

Vendor Name	First Class Enterprises LLC
Address	PO Box 1921 Flagstaff, Arizona 86002 United States
Respondee	Mike Thompson
Respondee Title	Managing Member
Phone	928-774-6413
Email	firstclassnaz@gmail.com
Vendor Type	
License #	

Bid Detail

Bid Format	Electronic
Submitted	12/16/2021 2:06 PM (MST)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	275972

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Bid Form and Description of Staffing Etc.pdf	Bid Form and Description of Staffing Etc.pdf	Cost File
Forms.pdf	Forms.pdf	Response File

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							$1,846.6500		
1	1		1. Monthly charge for toilets cleaned 3 times per week:	descrip	1	$0.0000	$0.0000	Yes	
2	1A		Per Standard Unit per month:	lump	1	$286.6500	$286.6500	Yes	
3	1B		Per Handicap Unit per month:	lump	1	$349.0000	$349.0000	Yes	
4	2		2. Weekly charge for toilets cleaned 3 times per week:	descrip	1	$0.0000	$0.0000	Yes	
5	2A		Per Standard Unit per week:	lump	1	$150.0000	$150.0000	Yes	
6	2B		Per Handicap Unit per week:	lump	1	$175.0000	$175.0000	Yes	
7	3		3. Extra Cleaning Per day charge:	descrip	1	$0.0000	$0.0000	Yes	
8	3A		Per Standard Unit per day:	lump	1	$25.0000	$25.0000	Yes	
9	3B		Per Handicap Unit per day:	lump	1	$35.0000	$35.0000	Yes	
10	4		4. Charge for service calls per unit in excess of the normal service calls. (It is estimated that there will be 150 additional calls although the actual number may be more or less than the estimated number).	descrip	1	$0.0000	$0.0000	Yes	
11	4A		Per Standard Unit per call:	lump	1	$35.0000	$35.0000	Yes	
12	4B		Per Handicap Unit per call:	lump	1	$45.0000	$45.0000	Yes	
13	5		5. Charge for short-term place units:	descrip	1	$0.0000	$0.0000	Yes	
14	5A		Per Standard Unit per day:	lump	1	$131.0000	$131.0000	Yes	
15	5B		Per Handicap Unit per day:	lump	1	$195.0000	$195.0000	Yes	
16	5C		Per Standard Unit Per week:	lump	1	$175.0000	$175.0000	Yes	
17	5D		Per Handicap Unit per week:	lump	1	$245.0000	$245.0000	Yes	
18	6		6. Provide a description of staffing, equipment and number of portable toilets. (Please See IFB Document)	descrip	1	$0.0000	$0.0000	Yes	see attached
19	7		7. Miscellaneous Charges:	lump	1	$0.0000	$0.0000	Yes	N/A

Line Item Subtotals

Section Title	Line Total
Section 1	**$1,846.6500**
Grand Total	**$1,846.6500**

8. E.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	03/11/2022
Meeting Date:	03/15/2022

TITLE

Consideration and Approval of Letter: Notice of Interest in Participation of Bipartisan Legislation for Rural Water Development

STAFF RECOMMENDED ACTION:

Approve the letter for Notice of Interest in Participation of Bipartisan Legislation for Rural Water Development

EXECUTIVE SUMMARY:

The letter requests technical assistance from the Phoenix Area Office U.S. Bureau of Reclamation (Reclamation) to develop water supplies for Flagstaff and the City's Red Gap Ranch project being considered for Feasibility-level funding under the recent Bipartisan Infrastructure Legislation (BIL).

INFORMATION:

Attachments:
Amended and Approved Letter of Support
Letter of Support
White Paper - Red Gap Ranch Regional Water Project

CITY OF
FLAGSTAFF

FLAGSTAFF CITY COUNCIL
211 West Aspen Avenue, Flagstaff, Arizona 86001
Main Line: 928-213-2000
Website: https://www.flagstaff.az.gov

April 5, 2022

Ms. Leslie Meyers
Area Manager
Bureau of Reclamation, Phoenix Area Office
6150 West Thunderbird Road
Glendale, AZ 85306-4001

RE: Notice of Interest in Participation of Bipartisan Legislation for Rural Water Development

Dear Ms. Meyers,

The Flagstaff City Council respectfully requests technical assistance from the Phoenix Area Office U.S. Bureau of Reclamation (Reclamation) to develop water supplies for Flagstaff. We are particularly interested in the City's Red Gap Ranch project being considered for Feasibility-level funding under the recent Bipartisan Infrastructure Legislation (BIL) and feasibility funding for potable reuse. Reclamation has assisted Flagstaff and area communities in Northern Arizona most recently through the North Central Arizona Water Supply Study. Water supply planning efforts were conducted through the Coconino Plateau Water Advisory Council of which Flagstaff is a member. The outcome of that Appraisal-level Study in 2006 and Interim Feasibility Study in 2016 targeted water supply alternatives tied to water from the Colorado River. With the water rights adjudication still unsettled for the Little Colorado River watershed, as well as extended drought stressing Colorado River water supply, the City has continued to pursue two additional alternatives to address Flagstaff's water needs. These include pursuing the feasibility of a 40-mile pipeline of C-aquifer groundwater to Flagstaff from the City's Red Gap Ranch purchased in 2005, and how Flagstaff might expand its reuse portfolio towards meeting the City's sustainability goals.

Flagstaff began pursuing the feasibility of a pipeline project from Red Gap Ranch after its voters approved a bond in 2004 for Water Rights Acquisition and/or Water Development. Council authorized purchase of Red Gap Ranch in 2005. The City has invested upwards of $11-$15 million in securing and realizing this supply through engineering studies, land acquisition, well drilling, and securing necessary agreements. Reclamation has been a supporting partner during this time, helping the city procure a $300,000 grant in 2012 to conduct a groundwater pumping impact analysis together with the Navajo Nation to evaluate pumping of both Leupp and Red Gap wellfields. The grant also included a cultural and biological study on Red Gap Ranch.

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Engineering studies to date have been conducted with the intent that the work aligns with Reclamation standards for Feasibility projects and might be useful in that effort. We feel this is the appropriate time to revisit the current state of the Red Gap Ranch pipeline project with Reclamation staff and to engage partners that could benefit from this as a regional water supply project. We respectfully request this project be considered for Feasibility-level funding under the BIL for Rural Water Development. We understand the Feasibility Study prepares the Red Gap Ranch Project to receive federal funding for construction, should funds become available. We appreciate the recommendations Reclamation may have to assist in furthering the Red Gap Ranch Project. We also request assistance with a feasibility study for potable reuse.

Thank you for the opportunity the BIL provides Reclamation, the City, and potential partners in securing future water supplies in Northern Arizona. We would like to meet with you once we are better informed on how this legislation might apply to this project.

Sincerely,



Paul Deasy, Mayor of Flagstaff
On behalf of the Flagstaff City Council

Cc: Kevin Black, Reclamation Phoenix Area Office, Planning Program Manager
Greg Clifton, City of Flagstaff City Manager
Andy Bertelsen, City of Flagstaff Water Services Directors
Erin Young, City of Flagstaff Water Resources Manager
Stacey Brechler-Knaggs, City of Flagstaff Grants and Contracts Manager

CITY OF
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March 15, 2022

Ms. Leslie Meyers
Area Manager
Bureau of Reclamation, Phoenix Area Office
6150 West Thunderbird Road
Glendale, AZ 85306-4001

RE: Notice of Interest in Participation of Bipartisan Legislation for Rural Water Development

Dear Ms. Meyers,

The Flagstaff City Council respectfully requests technical assistance from the Phoenix Area Office U.S. Bureau of Reclamation (Reclamation) to develop water supplies for Flagstaff. We are particularly interested in the City's Red Gap Ranch project being considered for Feasibility-level funding under the recent Bipartisan Infrastructure Legislation (BIL). Reclamation has assisted Flagstaff and area communities in Northern Arizona most recently through the North Central Arizona Water Supply Study. Water supply planning efforts were conducted through the Coconino Plateau Water Advisory Council of which Flagstaff is a member. The outcome of that Appraisal-level Study in 2006 and Interim Feasibility Study in 2016 targeted water supply alternatives tied to water from the Colorado River. With the water rights adjudication still unsettled for the Little Colorado River watershed, as well as extended drought stressing Colorado River water supply, the City has continued to pursue two additional alternatives to address Flagstaff's water needs. These include pursuing the feasibility of a 40-mile pipeline of C-aquifer groundwater to Flagstaff from the City's Red Gap Ranch purchased in 2005, and how Flagstaff might expand its reuse portfolio towards meeting the City's sustainability goals.

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Thank you for the opportunity the BIL provides Reclamation, the City, and potential partners in securing future water supplies in Northern Arizona. We would like to meet with you once we are better informed on how this legislation might apply to this project.

Sincerely,



Paul Deasy, Mayor of Flagstaff
On behalf of the Flagstaff City Council

Cc: Kevin Black, Reclamation Phoenix Area Office, Planning Program Manager
Greg Clifton, City of Flagstaff City Manager
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Erin Young, City of Flagstaff Water Resources Manager
Stacey Brechler-Knaggs, City of Flagstaff Grants and Contracts Manager

WHITE PAPER TALKING POINTS
RED GAP RANCH REGIONAL WATER SUPPLY PROJECT
CITY OF FLAGSTAFF, ARIZONA
As of March 7, 2022

General:

Flagstaff provides core services to its citizens, and water is among them. Over the past 100 years, the city has actively engaged in providing reliable and sustainable water supplies to meet current and future demands. To date, the city has achieved conservation goals unmatched by most Arizona communities, reducing total water consumption from 186 gallons per person per day to under 100 gallons per person per day, all while increasing in population and hosting over 5 million tourists each year.

Conservation Ethic:

Conservation and reuse of water is laudable and necessary, but these accomplishments alone cannot reasonably meet the city's core services of providing reliable and sustainable supplies for future demands. Every year, Flagstaff continues to improve its water efficiency through its conservation programming, including its award-winning efforts in promoting USEPA WaterSense initiatives. As a utility, the city has demonstrated its conservation ethic by earning a Gold level status on the Alliance for Water Efficiency Utility Leadership Board.

Reuse Options:

Flagstaff is not new to implementing and exploring water reuse alternatives. A large direct reclaimed water delivery system expansion in the 1990's cut potable use by 20%. Flagstaff is an advocate for expanding reuse opportunities through advanced treatment and potable reuse alternatives. The city council adopted a policy to engage and participate in state-wide initiatives on reuse options and advanced treatment for potable reuse. While the regulatory rules that prescribe how potable reuse continues to develop for Arizona, additional water reuse for Flagstaff will not resolve the water shortfall that occurs in the future.

In sum, water efficiency and reuse efforts prolong the city's existing water sources but do not create the new water sources that are necessary to ensure the city's future needs or long-term water security.

Future Infrastructure Needs and Climate Challenges:

In response to the city's future water-source needs and adapting to climate change, Flagstaff has set aggressive goals for community resiliency, system redundancy and security of core services. Capital improvement projects that establish system redundancy, fire suppression, and to deliver reliable long-term supplies are required. The Red Gap Ranch Regional Water Supply project is one such improvement project, providing redundancy with likely reductions to snowpack and recharge to the City's wellfields, resiliency from catastrophic forest fires, and security of a long-term water supply.

The extended drought has severely impacted the city's ability to rely on local surface water supplies to meet existing demands, and 80% of the city's water supply is located outside the city's service area on heavily forested USFS lands at high risk to wildfires. The lack of local surface water supplies and the city's critical fire suppression needs have compounded the emergent necessity for the Regional Project.

Red Gap Ranch Regional Project:

The city owns 8,500 acres of land in Northern Arizona located 40 miles east of Flagstaff along the I-40 interstate, commonly called the Red Gap Ranch. The city has spent over $11 million in acquiring Red Gap Ranch, conducting engineering feasibility and hydrology studies, securing rights, and drilling 12 municipal water supply wells in anticipation of a future regional water supply pipeline project. Jacobs Engineering Group, Inc. is completing Phase 2 of the engineering feasibility study, and the project is ready for environmental review.

A map of the proposed pipeline project is attached. The pipeline project can supply water for regional stakeholders. Primary stakeholders include the Navajo Nation, Hopi Tribe, Arizona State Land Department and Coconino County. The city has reached agreement with the Navajo Nation and will allow other stakeholders the opportunity for water service along the I-40 corridor.

Funding:

Given the recent passage of the $1.2 trillion *Infrastructure Investment and Jobs Act*, it is incumbent upon the city to actively seek federal assistance in furthering the feasibility of the Red Gap Ranch regional pipeline project at this time. The Infrastructure Investment Act provides $55 billion for drinking and wastewater infrastructure of which Arizona will see $290.8 million, and another $8.3 billion for western water infrastructure projects through the Bureau of Reclamation. Other programs will fund tribal water projects and energy renewable projects. Governor Ducey is also proposing a $1 billion Arizona Water Authority for water augmentation projects. These funding options are available for proposed projects over a limited funding cycle of 3-5 years.

GREEN REGIONAL PIPELINE DETAILS:

♦ Project includes an on-site solar photovoltaic project with battery storage; renewable energy is planned to power the project and water treatment facilities

♦ Designed to deliver 12,000 acre-feet per year to the city for water security and future demands

♦ Capable of delivering up to 16,000 acre-feet per year to allow capacity for other stakeholders in Northern Arizona, including the Navajo Nation and Hopi Tribe

♦ Proposed alignment was moved to accommodate cultural sensitivities identified on USFS lands

♦ Potential EV charging stations

GREEN REGIONAL PIPELINE COST:

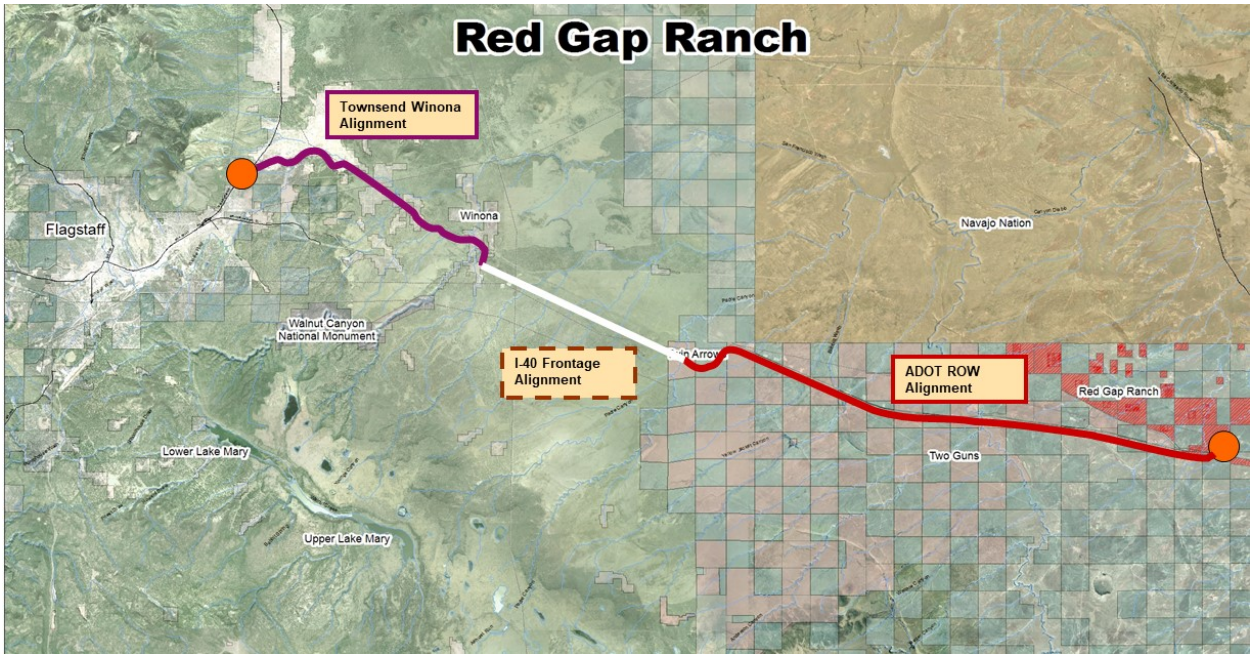
Renewable energy is planned to power the project. Roughly $375 million for the solar project, pipeline, pump stations, well field tie in and water treatment facility. (Note: USBOR Feasibility and NEPA process will refine the Project's scope of work, funding requirements, and possible funding sources).

****The city has a 77,000+ population and entertains 5 million tourists annually. The city has one of the lowest water consumption use rates in the state (100 gallons per person per day) and has won numerous water conservation awards, including WaterSense from the USEPA. The city is committed to reaching its green energy goal by 2030.*

RED GAP RANCH REGIONAL WATER SUPPLY PROJECT
CITY OF FLAGSTAFF, ARIZONA

ATTACHMENT A

Red Gap Ranch Regional Pipeline Alignment



9. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Carmen Pryer, Real Estate Specialist
Co-Submitter:	Bryce Doty
Date:	03/11/2022
Meeting Date:	03/15/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-06: An ordinance of the City Council of the City of Flagstaff, authorizing the City of Flagstaff to accept a donation of .29 acres of vacant land along the west side of Switzer Canyon Drive, parcel no. 101-29-050 (Tract E); delegating authority to complete the transaction; providing for repeal of conflicting ordinances, severability, authority for clerical corrections; and establishing an effective date

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-06 by title only for the final time
2) City Clerk reads Ordinance No. 2022-06 by title only (if approved above)
3) Adopt Ordinance No. 2022-06

Executive Summary:

A private property owner of has offered to donate .29 acres of vacant land along the west side of N. Switzer Canyon Drive ("the property") to the City of Flagstaff. The proposed ordinance would authorize the City to accept the donation.

City staff recommends acceptance of the donation. The land makes a natural buffer for Switzer Canyon Drive and could be used for public right-of-way purposes in the future, if desired.

The title report shows the owner received this parcel by Quit Claim Deed December 2, 1998. The property is zoned R1 (Single Family Residential) and is forested. The property is impacted by Ordinance No. 1983, an ordinance authorizing the acquisition of real property for flood control and redevelopment within the Rio De Flag Flood Control Project and the Flagstaff Redevelopment Area.

Adjacent residential property owners have encroached on the property. There are fence encroachments into Tract E from Lots 4, 6, 7, 10 & 11 and shed and fence encroachment from Lot 6, and concrete stairs from Lot 7. There may be some administrative efforts needed to resolve any concerns related to those encroachments.

Financial Impact:

Real property is considered a fixed asset in the City. Until City Council approves an ordinance accepting the acquisitions, the real property value is not recognized in an audit so while there is not an actual financial expenditure associated with these acquisitions, there is a fixed asset value the City receives through this action. The property once donated to the City will be exempt from property tax.

Policy Impact:

None

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

TRANSPORTATION AND OTHER PUBLIC INFRASTRUCTURE
Deliver quality community assets and continue to advocate and implement a highly performing multi-modal transportation system.

Has There Been Previous Council Decision on This:

None.

Options and Alternatives:

1. Adopt the Ordinance

Pros: Formally approving the real property interest transactions conforms with City practices.
Cons: None.

2. Do not adopt the Ordinance. In this case, transactions may be voided or there would be a further discussion as to appropriate action.

Pros: None identified.
Cons: This may result in loss of legal rights to use properties for utilities, trails, drainage, and other public purposes.

Background/History:

The City Charter requires the acquisition and disposition of real property by ordinance. The City generally applies this principle to lesser interests as well.

Key Considerations:

The real property interests received or transferred are necessary for the provision of services as the community grows and the liability assumed is consistent with these same real property rights throughout the community.

Community Benefits and Considerations:

The Flagstaff community will benefit from acquisition of real property interests that are used by and serve community needs.

Attachments:

Donation Letter
Ord. 2022-06
Ordinance - Exhibit A
Survey
Quit Claim Deed
Waiver of Compensation

City of Flagstaff

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED, EMAIL

Howell Usher
P.O. Box 1057
Clarkdale, AZ 86324

February __, 2022

RE: Consideration of a donation of .29 acres of vacant land off N. Switzer Canyon Drive, APN 101-29-050 (Tract E) to the City of Flagstaff.

Dear Mr. Usher,

Thank you for contacting the City of Flagstaff to offer a donation of .29 acres of vacant land along the west side of N. Switzer Canyon Drive, Coconino County Assessor parcel no. (APN) 101-29-050 (Tract E) to the City for a public use.

A donation of the property to the City may have tax implications, therefore please consult with your accountant or a tax adviser.

Arizona law provides that a property owner has the right to an appraisal and payment of just compensation when property is taken for a public use. Therefore, in order for the City to accept a donation, the City will need to receive a Waiver of Compensation.

If you are willing to proceed with donation, please sign the enclosed Quit Claim Deed, Waiver of Compensation, and W-9 on the appropriate lines, and, where "Notary Certification" is indicated, have your signature(s) acknowledged before a notary public. Please make a copy for your files, and return all of them to me in the self-addressed envelope or drop them off at City Hall during regular visitor hours (8:00 a.m. to 1:00 p.m.)

City Staff is happy to meet with you (in compliance with any social distancing recommendations of the Center for Disease Control) to discuss your donation and answer questions you may have. If you would like to meet, please e-mail me at bryce.doty@flagstaffaz.gov to schedule an appointment.

We look forward to working with you on this transaction.

If you have any questions, please email me at Bryce.doty@flagstaffaz.gov. Thank you.

Sincerely,

Bryce Doty

Real Estate Manager

Attachments:
Envelope addressed to the City Real Estate Manager
Quit Claim Deed
W-9 (for property donation only)
Waiver of Compensation (for property donation only)

ORDINANCE NO. 2022-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AUTHORIZING THE CITY OF FLAGSTAFF TO ACCEPT A DONATION OF .29 ACRES OF VACANT LAND ALONG THE WEST SIDE OF SWITZER CANYON DRIVE, PARCEL NO. 101-29-050 (TRACT E); DELEGATING AUTHORITY TO COMPLETE THE TRANSACTION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, the City of Flagstaff ("City") desires to accept a donation of .29 acres of vacant Land along the west side of N. Switzer Canyon Drive, parcel 101-29-050 (Tract E); and

WHEREAS, pursuant to Article VII, Section 5 of the Flagstaff City Charter, the City shall acquire real property by ordinance.

ENACTMENTS:

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: In General.

That the City hereby accepts the donation of interest in real property as more particularly described and depicted in the attached Exhibit A.

SECTION 2: Delegation of Authority.

The Mayor is hereby authorized to execute all documents necessary to accomplish the purposes of this ordinance as provided for herein. All documents shall be in a form approved by the City Attorney and Real Estate Manager.

The City Clerk is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intent of this ordinance including, but not limited to the recording of the documents in the Office of the Coconino County Recorder.

SECTION 3. Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the Flagstaff City Code adopted herein by reference are hereby repealed.

SECTION 4. Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Clerical Corrections.

The City Clerk is hereby authorized to correct typographical and grammatical errors, as well as errors of wording and punctuation, as necessary, related to this ordinance as amended herein, and to make formatting changes needed for purposes of clarity and form, or consistency, within thirty (30) days following adoption by the City Council.

SECTION 6. Effective Date.

This ordinance shall become effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of March, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
Legal Description

Exhibit A

Switzer Terrace No. 1 - Tract E. PC #6044 Book 101-29-50

and depicted in the results of survey attached hereto as Exhibit B (“the property”).

Exhibit B

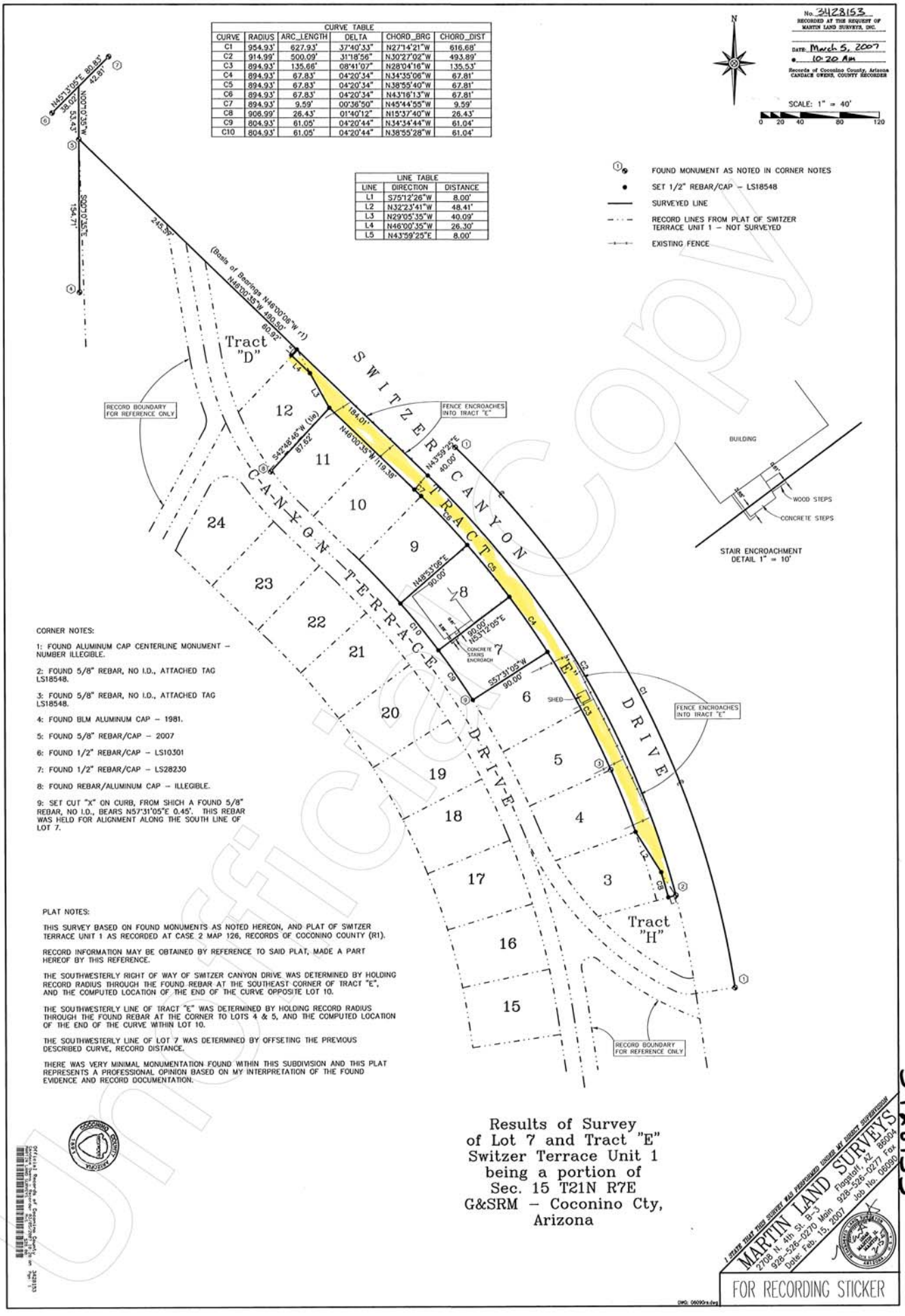
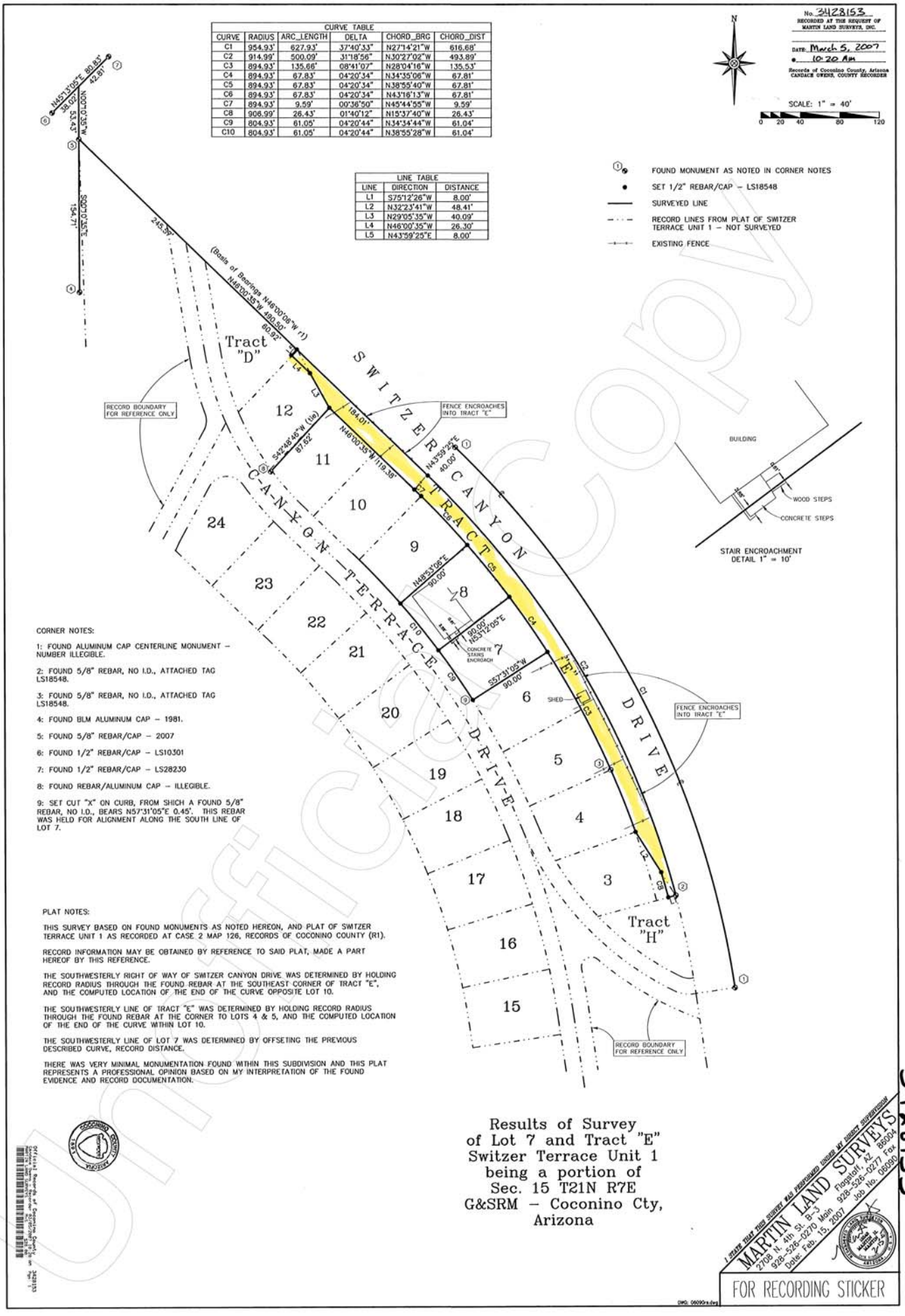

No. 3428153
RECORDED AT THE REQUEST OF MARTIN LAND SURVEYS, INC.
DATE: March 5, 2007
10:20 AM
Records of Coconino County, Arizona
CANDACE OWENS, COUNTY RECORDER
SCALE: 1" = 40'
0 20 40 80 120
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FOUND MONUMENT AS NOTED IN CORNER NOTES
SET 1/2" REBAR/CAP – LS18548
SURVEYED LINE
RECORD LINES FROM PLAT OF SWITZER TERRACE UNIT 1 – NOT SURVEYED
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(Basis of Bearings N46°00'08"W r1)
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Tract "D"
SWITZER CANYON DRIVE
TERRACE
CANYON TERRACE DRIVE
RECORD BOUNDARY FOR REFERENCE ONLY
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PLAT NOTES:
THIS SURVEY BASED ON FOUND MONUMENTS AS NOTED HEREON, AND PLAT OF SWITZER TERRACE UNIT 1 AS RECORDED AT CASE 2 MAP 126, RECORDS OF COCONINO COUNTY (R1).
RECORD INFORMATION MAY BE OBTAINED BY REFERENCE TO SAID PLAT, MADE A PART HEREOF BY THIS REFERENCE.
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928-526-0270 Main
Dater: Feb. 15, 2007
Flagstaff, AZ 86004
928-526-0277 Fax
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FOR RECORDING STICKER
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Exhibit B


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When recorded, return to:
City Clerk
City of Flagstaff
211 W. Aspen
Flagstaff, AZ 86001

Exempt Pursuant to
A.R.S. § 11-1134(A)(3)

QUIT CLAIM DEED

For consideration, the receipt and sufficiency of which are hereby acknowledged, Howell D. Usher, an unmarried man, (Grantor) hereby quitclaims to CITY OF FLAGSTAFF, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona (Grantee), the property legally described as follows:

Switzer Terrace No. 1 - Tract E. PC #6044 Book 101-29-50

The property is depicted in the results of survey attached as Exhibit B.

Dated this ___ day of _____202__.

Grantor

_____
Howell D. Usher

STATE OF _____)
) ss.
County of _____)

This instrument was acknowledged before me this ___ day of _____, 2022,
by_____, Grantor.

_____
Notary Public

(SEAL)

Attachment: Exhibit B

Accepted by:

_____
Mayor Paul Deasy, City of Flagstaff

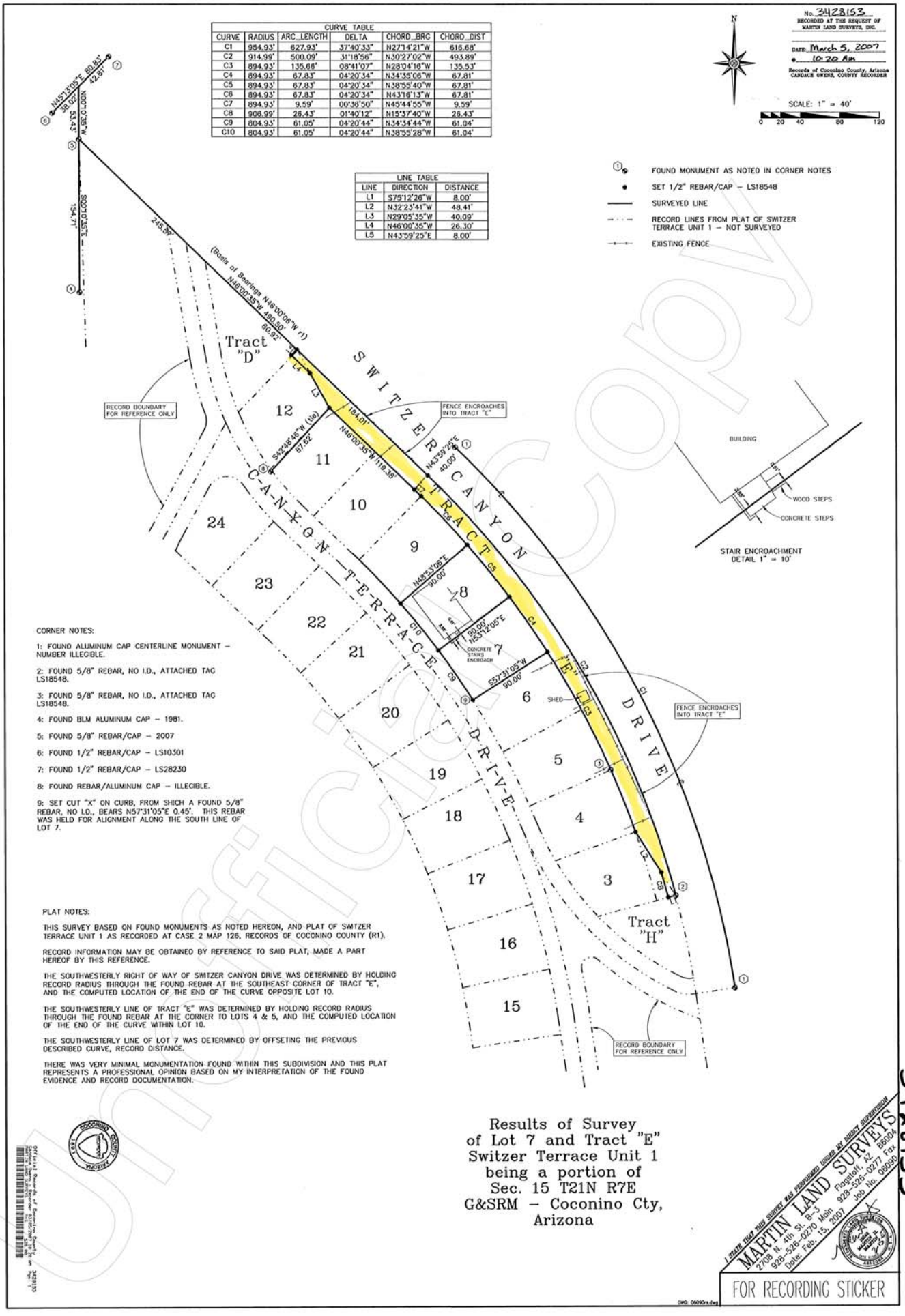
Attest by:

_____
Stacy Saltzburg, City Clerk

Approved as to form:

_____
City Attorney

Exhibit B


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Waiver of Compensation

I hereby declare my desire to donate to the City of Flagstaff, an Arizona municipal corporation ("the City"), .29 acres of land along the west side of N. Switzer Canyon Drive legally described as follows:

Switzer Terrace No. 1 - Tract E. PC #6044 Book 101-29-50

and depicted in the results of survey attached hereto as Exhibit B ("the property").

I have been informed by the City in writing that state law entitles me to the following:

1) The right to receive just compensation for any real property acquired by the City; and
2) The right to an appraisal to establish the value of the real property.

I hereby waive the right to just compensation for the property and the right to an appraisal of the property. I further agree that my decision to donate the property is of made of my own free will, and without any undue influence or coercive action of any nature.

_____
Howell Usher, property owner

STATE OF ARIZONA)
) ss.
County of Coconino)

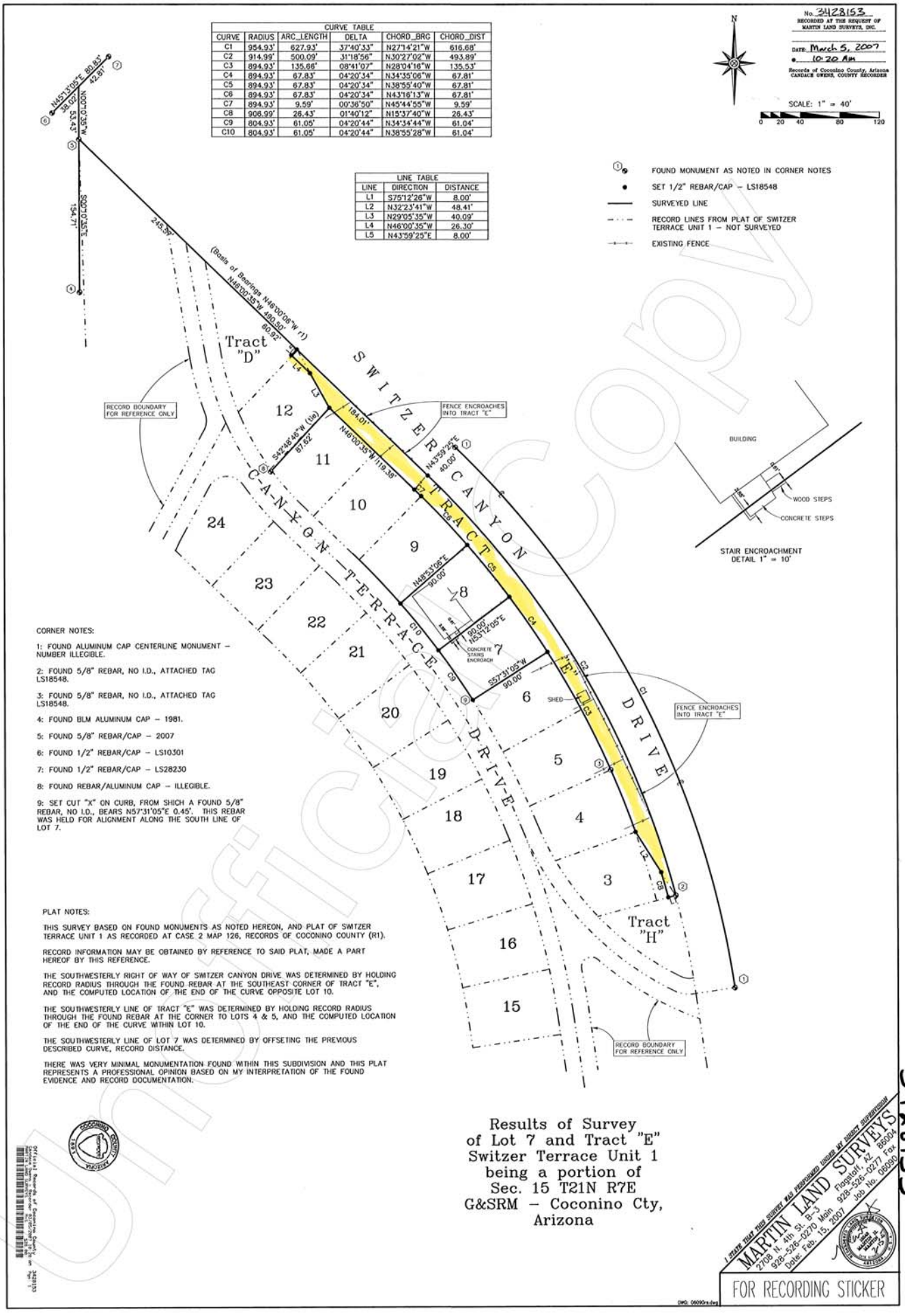
On this day, _____, 20____, personally appeared before me Howell Usher, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within this instrument and acknowledged that he/she executed it for the purposes contained therein.

_____
Notary Public

(Seal)

Attachment: Exhibit B

Exhibit B


No. 3428153
RECORDED AT THE REQUEST OF MARTIN LAND SURVEYS, INC.
DATE: March 5, 2007
10:20 AM
Records of Coconino County, Arizona
CANDACE OWENS, COUNTY RECORDER
SCALE: 1" = 40'
0 20 40 80 120
CURVE TABLE
CURVE | RADIUS | ARC_LENGTH | DELTA | CHORD_BRG | CHORD_DIST
C1 | 954.93' | 627.93' | 37°40'33" | N27°14'21"W | 616.68'
C2 | 914.99' | 500.09' | 31°18'56" | N30°27'02"W | 493.89'
C3 | 894.93' | 135.66' | 08°41'07" | N28°04'16"W | 135.53'
C4 | 894.93' | 67.83' | 04°20'34" | N34°35'06"W | 67.81'
C5 | 894.93' | 67.83' | 04°20'34" | N38°55'40"W | 67.81'
C6 | 894.93' | 67.83' | 04°20'34" | N43°16'13"W | 67.81'
C7 | 894.93' | 9.59' | 00°36'50" | N45°44'55"W | 9.59'
C8 | 906.99' | 26.43' | 01°40'12" | N15°37'40"W | 26.43'
C9 | 804.93' | 61.05' | 04°20'44" | N34°34'44"W | 61.04'
C10 | 804.93' | 61.05' | 04°20'44" | N38°55'28"W | 61.04'
LINE TABLE
LINE | DIRECTION | DISTANCE
L1 | S75°12'26"W | 8.00'
L2 | N32°23'41"W | 48.41'
L3 | N29°05'35"W | 40.09'
L4 | N46°00'35"W | 26.30'
L5 | N43°59'25"E | 8.00'
FOUND MONUMENT AS NOTED IN CORNER NOTES
SET 1/2" REBAR/CAP – LS18548
SURVEYED LINE
RECORD LINES FROM PLAT OF SWITZER TERRACE UNIT 1 – NOT SURVEYED
EXISTING FENCE
N45°13'05"E 80.83'
N00°10'35"W 53.43'
S00°10'35"E 134.71'
245.39'
(Basis of Bearings N46°00'08"W r1)
N46°00'35"W 190.50'
60.92'
Tract "D"
SWITZER CANYON DRIVE
TERRACE
CANYON TERRACE DRIVE
RECORD BOUNDARY FOR REFERENCE ONLY
FENCE ENCROACHES INTO TRACT "E"
S42°48'46"W (1)(6)
87.62'
184.01'
N46°00'35"W 119.35'
N43°59'25"E 40.00'
N48°53'06"E 90.00'
N53°12'05"E 90.00'
S57°31'05"W 90.00'
CONCRETE STAIRS ENCROACH
SHED
FENCE ENCROACHES INTO TRACT "E"
Tract "H"
RECORD BOUNDARY FOR REFERENCE ONLY
BUILDING
WOOD STEPS
CONCRETE STEPS
STAIR ENCROACHMENT DETAIL 1" = 10'
CORNER NOTES:
1: FOUND ALUMINUM CAP CENTERLINE MONUMENT – NUMBER ILLEGIBLE.
2: FOUND 5/8" REBAR, NO I.D., ATTACHED TAG LS18548.
3: FOUND 5/8" REBAR, NO I.D., ATTACHED TAG LS18548.
4: FOUND BLM ALUMINUM CAP – 1981.
5: FOUND 5/8" REBAR/CAP – 2007
6: FOUND 1/2" REBAR/CAP – LS10301
7: FOUND 1/2" REBAR/CAP – LS28230
8: FOUND REBAR/ALUMINUM CAP – ILLEGIBLE.
9: SET CUT "X" ON CURB, FROM SHICH A FOUND 5/8" REBAR, NO I.D., BEARS N57°31'05"E 0.45'. THIS REBAR WAS HELD FOR ALIGNMENT ALONG THE SOUTH LINE OF LOT 7.
PLAT NOTES:
THIS SURVEY BASED ON FOUND MONUMENTS AS NOTED HEREON, AND PLAT OF SWITZER TERRACE UNIT 1 AS RECORDED AT CASE 2 MAP 126, RECORDS OF COCONINO COUNTY (R1).
RECORD INFORMATION MAY BE OBTAINED BY REFERENCE TO SAID PLAT, MADE A PART HEREOF BY THIS REFERENCE.
THE SOUTHWESTERLY RIGHT OF WAY OF SWITZER CANYON DRIVE WAS DETERMINED BY HOLDING RECORD RADIUS THROUGH THE FOUND REBAR AT THE SOUTHEAST CORNER OF TRACT "E", AND THE COMPUTED LOCATION OF THE END OF THE CURVE OPPOSITE LOT 10.
THE SOUTHWESTERLY LINE OF TRACT "E" WAS DETERMINED BY HOLDING RECORD RADIUS THROUGH THE FOUND REBAR AT THE CORNER TO LOTS 4 & 5, AND THE COMPUTED LOCATION OF THE END OF THE CURVE WITHIN LOT 10.
THE SOUTHWESTERLY LINE OF LOT 7 WAS DETERMINED BY OFFSETING THE PREVIOUS DESCRIBED CURVE, RECORD DISTANCE.
THERE WAS VERY MINIMAL MONUMENTATION FOUND WITHIN THIS SUBDIVISION AND THIS PLAT REPRESENTS A PROFESSIONAL OPINION BASED ON MY INTERPRETATION OF THE FOUND EVIDENCE AND RECORD DOCUMENTATION.
Results of Survey of Lot 7 and Tract "E" Switzer Terrace Unit 1 being a portion of Sec. 15 T21N R7E G&SRM – Coconino Cty, Arizona
I STATE THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION
MARTIN LAND SURVEYS
2708 N. 4th St. B-3
928-526-0270 Main
Dater: Feb. 15, 2007
Flagstaff, AZ 86004
928-526-0277 Fax
Job No. 06090
FOR RECORDING STICKER
3428153
DWG. 06090rs.dwg

9. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	03/11/2022
Meeting Date:	03/15/2022

TITLE:

Consideration and Adoption of Ordinance No. 2022-05: An Ordinance of the City Council of the City of Flagstaff, amending the Flagstaff Zoning Map to rezone approximately 13.49 acres of real property generally located at 5531 East Cortland Boulevard, a portion of APN 113-37-001E from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones to the High Density Residential (HR) zone with conditions, providing for severability, authority for clerical corrections, and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Ordinance No. 2022-05 by title only for the final time
2) City Clerk reads Ordinance No. 2022-05 by title only (if approved above)
3) Adopt Ordinance No. 2022-05

Executive Summary:

Concept Zoning Map Amendment, requested by Miramonte Holdings, LLC., of approximately 13.49 acres located at 5531 East Cortland Boulevard from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones to the High Density Residential (HR) zone. The development site is already located in the Resource Protection Overlay (RPO).

Financial Impact:

No financial impacts are anticipated with this request.

Policy Impact:

There are no policy impacts affiliated with this request.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Support social services, community partners, and housing opportunities.
- Support and strengthen a more robust, diverse, and sustainable economy in ways that reflect community values and provides for affordable housing opportunities.
- Create a welcoming community through partnerships, resilient neighborhoods, and civic engagement.
- Provide amenities and activities that support a healthy lifestyle.
- Actively support attainable and affordable housing through City projects and opportunities with developers

Carbon Neutrality Plan

- Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.
- Encourage Flagstaff residents and visitors to walk, bike, roll and take the bus.

Regional Plan

A complete analysis of the Regional Plan goals and policies can be found in the attached project narrative and Planning & Zoning Commission staff report dated February 3, 2022.

Has There Been Previous Council Decision on This:

There have been no prior Council Decisions made in regard to this application.

Options and Alternatives:

The City Council may approve the ordinance as proposed, approve the ordinance with modified conditions, or deny the ordinance.

Background/History:

The applicant, Miramonte Holdings, LLC., is requesting a Concept Zoning Map Amendment to rezone approximately 13.49 acres of an existing 19.26-acre parcel from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones (each make up approximately 1.3 of the area to be rezoned) to the High Density Residential (HR) zone located at 5531 East Cortland Boulevard. This amendment would allow the development of a multifamily residential development consisting of 139 dwelling units located within 25 (4-plex, 5-plex, and 6-plex) townhouse building types. The property is currently undeveloped land with a grouping of trees on the western edge of the proposed development site. The property gently slopes towards the east with no significant slope resources.

An applicant requesting an amendment to the Zoning map may elect to pursue either a "Direct to Ordinance with a Site Plan" or "Authorization to Rezone with a Concept Zoning Plan" per Section 10-20.50.040.D of the Zoning Code. The Direct to Ordinance with a Site Plan process requires the applicant to submit fully developed site plans with all supporting information required for site plan review concurrently with the Zoning Map Amendment application. Once the Zoning Map amendment is approved by the Council, then the applicant can proceed directly to construction plan and building permit review. The Authorization to Rezone with a Concept Zoning Plan process allows the applicant to prepare a concept zoning and pursue site plan application after Council approves the Zoning Map Amendment. A Concept Zoning Plan should consist of a plan with proposed uses, vicinity maps, context map, concept phasing, housing types if applicable and a proposed circulation map. This means that staff has not reviewed building heights, development standards, landscape plans, outdoor lighting plans, signage plans, or architectural design standards for this project in a detailed and cohesive manner. These review will only take place after the Zoning Map Amendment is approved. In this case, staff recommended that the applicant pursue a concept rezoning due to the reconfiguration of existing access rights on the proposed development site.

In 2002, the City of Flagstaff acquired the land adjacent to the subject property for open space, flood control, recreation, and redevelopment. At the time of acquisition, the City was granted an 88-foot-wide access easement through the center of the subject property. The location of the easement made the development of the subject property extremely difficult. Staff has worked with the applicant to resolve the issue through compromise. The City will abandon the existing easement and the applicant will dedicate a new 45-foot unimproved right-of-way on the northern boundary of the property in addition to providing a 10-foot concrete FUTS along the southern boundary of the property. The details of this exchange are covered in the accompanied development agreement.

Key Considerations:

Proposed Rezoning and Development Plan

The developer, Miramonte Holdings, LLC., is requesting rezoning approval to permit the development of a multifamily development consisting of 139 dwelling units. The proposed development would consist of two-story townhome building types ranging from one- to three-bedroom units. The unit mix as shown on the concept plan includes the following:

UNIT DESCRIPTION	NO. OF UNITS	PERCENTAGE
1 Bed	30	21.5%
2 Bed	79	57%
3 Bed	30	21.5%

The minimum density requirement in the High Density Residential zone is 10 units per acre and the maximum density is 22 units per acre with the Resource Protection Overlay. The Zoning Code utilizes "Gross Density" where the density of a development is calculated by the total number of dwelling units divided by the total acreage of the Development Site Area. This project at 139 units divided by the gross site acreage of 13.49 acres results in 10.30 units per acre. The applicant will be providing improved right-of-way for a new cul-de-sac at the end of Cortland Boulevard (0.53 acres) and unimproved right-of-way for access to the adjacent property owned by the City of Flagstaff (1.74 acres). The Development Site Area after these right of way dedications (net area) will be approximately 11.23 acres in size with a net density of 12.38 units per acre.

Access to the development will be from Cortland Boulevard which will end in a new cul-de-sac within the larger 19.26-acre site. The cul-de-sac will be constructed in conjunction with the proposed multifamily development. The site is long and narrow which lends itself to having a driveway around the exterior of the site with the residential units located in the center like the adjacent apartment complexes.

Concept Zoning Plan

On September 29, 2021, the Inter-Department Staff (IDS) deemed the application for Concept Zoning to be complete. If this rezoning is approved the applicant will need to submit for Site Plan review prior to submitting civil plans or building permits.

Zoning – City of Flagstaff Zoning Code

If this Concept Zoning Map Amendment request is approved, approximately 13.49 acres will be rezoned to the High Density Residential (HR) zone. Development of the site will be conditioned to the approved concept plan and a final development agreement. Any substantial change to the approved concept plan (more than a 10% density increase/decrease or modification to any condition of approval) will require a new rezoning request and further review and approvals by the Planning and Zoning Commission and City Council. The Concept Plan provided includes the general site layout, open space and civic space areas, general circulation, and building elevations.

Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code, a site analysis was completed in conjunction with the concept plan for this project that examines the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. The slopes on the subject property are less than 17%, so building foundations do not need to be designed to step with the terrain. The Forest Resources are addressed below in accordance with the provisions of the Resource Protection Overlay.

The applicant has provided a concept plan that considers the key contextual influences including the sensitivity of adjacent land uses; location of property boundaries and setbacks; location of adjacent roads, driveways, pedestrian ways, and bicycle facilities; location of existing transit facilities; as well as

the existing built environment.

Resource Protection

There is a Resource Protection Overlay zone on the subject site. The Zoning Code requires 50% of the tree resources to be saved. A conceptual Natural Resource Protection Plan (NRPP) was submitted as part of this rezoning application, which shows 66.4% of the tree resources preserved on the site. There are no slopes on site that exceed 17%. If this rezoning application is approved, an NRPP in compliance with the provision of the Zoning Code will be required as part of the Site Plan review. Staff will ensure compliance with the Zoning Code during Site Plan and Civil Plan review.

Open Space & Civic Space

The HR zone requires 15% of the lot area to be Common Open Space (Table 10-40-30.030.A). A minimum of 1.69 acres of open space are required for the proposed residential project. The plans provided show the open space as the resource, landscape, and FUTS trail. Specific amenities for the residents of the site are not shown. The project narrative references a dog park which will include benches and a Ramada; however, details of this area have not been provided. A pollinator garden and the FUTS on site are also listed as amenities.

Section 10-30.60.060.B.1.b of the Zoning Code requires developments with 50 or more dwelling units to provide a minimum of 5% of the site as Civic Space. This space must be accessible to the public. A total of .56 acres of civic space is required for this project. The FUTS trail located along the southern property line is used to fulfill this requirement on site.

Pedestrian and Bicycle Circulation Systems

Because this property is undeveloped there are no existing edge improvements along the property frontage. As part of this development the applicant will be required to install edge improvements along the cul-de-sac required to be constructed at the end of Cortland Boulevard to serve the property. The edge improvements along the cul-de-sac include a 5-foot parkway and an 8-foot sidewalk. A new 10-foot concrete FUTS trail will be provided by the developer from the new cul-de-sac along the southern property boundary connecting to the adjacent parcel owned by the City of Flagstaff. Cortland Boulevard does not currently have bicycle lanes.

Compatibility and Architectural Design Standards

Compatibility does not mean “the same as” but rather it refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories: Patterns of Development, Scale, and Continuity.

Patterns of Development include streetscapes, site relationships, signage, and landscape features. The proposed development conforms to the development pattern of the surrounding neighborhood which includes several multifamily developments.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The development as proposed does not look like a typical apartment complex, instead consisting of building types that more closely represent a townhome single-family development which is like that of the surrounding development. The High Density Residential (HR) zone has a maximum building height of 60 feet like the properties directly to the south of the site. Several properties in the immediate vicinity are located within the High Density Residential (HR) zone which has a maximum building height of 60 feet. The proposed development is limited to one- and two-story building types which is like the existing development pattern in the area.

Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors. Sample elevations have been provided, but staff has yet to review the final architectural design, colors, or materials, all of which will need to comply with the Architectural Design standards found in the Zoning Code.

Landscaping

Landscaping plans are not required in conjunction with a Concept Zoning Map Amendment application. If this rezoning is approved, Staff will review the required landscape plans and ensure compliance with the Zoning Code during site plan review. At the concept plan level, staff is most concerned with ensuring adequate landscape street buffers, building foundation, and parking lot landscaping. The proposed building types present a unique challenge for applying building foundation landscaping because there are many individual buildings that equate to a higher requirement for landscaping than a larger apartment building. Staff will work with the applicant during site plan review to ensure that adequate landscaping is provided for this project.

Outdoor Lighting

The subject property is located within Lighting Zone 3, which means that it is located further away from astronomical resources within and surrounding the City of Flagstaff. Lighting Zone 3 has the lowest-level standards regarding outdoor lighting and allows for a total of 100,000 lumens per acre for multifamily residential development. A lighting plan is not required as part of a Concept Zoning Map Amendment, but one will be reviewed for compliance at the time of building permit submittal.

Parking

Based on the requirements for market rate units, 290 parking spaces are required and are provided. No parking reduction incentives are used for this development. Fifteen bicycle parking spaces are required and sixteen are provided. In addition to vehicular parking the applicant is proposing and has included in the Development Agreement the provision of 4 EV-ready outlets per the requirements of the building code.

UNIT DESCRIPTION	NO. OF UNITS	SPACES PER UNIT	REQ PARKING	
1 Bed	30	1.5	45	
2 Bed	79	2.25	177.75	
3 Bed	30	2.25	67.5	
			Total	**290**

Historic/Cultural Resources

A Phase 3 Cultural Resource Study has been completed for the property and is currently awaiting final data review to be accepted by the Heritage Preservation Officer. The details of the study are confidential. All required mitigation has been completed.

Public Systems Impact Analysis

Traffic/Right-of-Way Impact

The scope of a Traffic Impact Analysis (TIA) is generally determined by the estimated peak hour trips generated by a development, per the Engineering Standards. The estimated peak hour trips for this development are 65 vehicles/hour in the a.m. and 79 vehicles/hour in the p.m. According to the Standards, an analysis beyond the traffic statement provided is not required. No impacts to the surrounding transportation network are anticipated that would require mitigation.

Water and Wastewater Impact

A Water and Sewer Impact Analysis (WSIA) was completed by the City on April 30, 2021. The proposed development is located within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities. Currently, there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

Water

All public water infrastructure exists in the Cortland Boulevard right-of-way. There is an 8" water main extended to the property frontage. On-site improvement will include a waterline loop around the property

to service each proposed building which will also connect to a newly installed 18" waterline that crosses I-40. The property lies within the City of Flagstaff Zone "C" water pressure system limits and meets the minimum pressure requirements stated in the City of Flagstaff Engineering Standards. High pressures have been noted on site which require the developer to install pressure reducing valves after the meter.

Wastewater

The main sewer service for this project is a sewer line stub located south of the property. The existing line is an 8" PVC pipe. The developer will connect to this sewer by building a sewer line around the east side of the adjacent parcels and into the City-owned property. Prior to this connection, the existing 8" downstream sewer main must be upsized to a 10" main. This upsized sewer main must be installed, approved, and placed into service prior to the connection.

Stormwater Analysis

The development of the subject project is proposing on-site, pre vs. post, volumetric mitigation in lieu of a Drainage Impact Analysis. The proposed stormwater management design will provide surface retention to not increase the volume of pre-development flows off-site. A basin will also provide peak flow mitigation of post development flow rates to at or below pre-development flow rates. LID requirements will be met per City standards. The Stormwater Manager has provided preliminary acceptance of the proposed on-site mitigation and LID methods. A preliminary drainage report is attached.

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the attached Planning & Zoning Commission Staff Report, dated February 3, 2022.

Community Involvement:

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Zoning Map Amendments. In accordance with Arizona State Statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet (exceeding the minimum of 300 feet) of the site excluding rights-of-way and all HOAs and apartment management offices within 1,000 feet.

The developer held one virtual neighborhood meeting using the Zoom platform regarding this case on August 26 th at 5:00pm. No one from the public attended the meeting. The second required meeting was waived by the Planning Director. Staff has not received any comments from the public as of the writing of this report.

Expanded Options and Alternatives:

Staff believes that the proposed Zoning Map amendment is in substantial conformance with the required findings and recommends that the City Council approve an amendment to the Zoning Map for 13.49 acres from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones to the High Density (HR) zone, subject to the following conditions:

1. The subject property shall be developed in substantial conformance with the concept zoning plan and project narrative including but not limited to the density and intensity and general layout approved by the Inter-Division Staff (IDS) on September 29, 2021, except as modified herein.
2. Development of the HR zone shall be limited to the number of units (139) identified in the concept zone plan and used for the preparation of all impact analysis, except that a 10% increase or decrease in the total number of units identified in the concept zone plan may be approved administratively.
3. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
4. All terms, conditions, and restrictions detailed within the "The Lofts at Continental Development

Agreement" must be fully satisfied.

5. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Highway Commercial, Light Industrial-Open, and Research and Development in accordance with A.R.S. § 9-462.01.

Attachments:

Ord. 2022-05
Ord. 2022-05 Exhibit
Planning & Zoning Commisison Staff Report
Concept Zoning Map Amendment Application
Legal Notice
Project Narrative & Regional Plan Analysis
Cover Sheet & Project Info
Vicinity Map
Contect Analysis
Site Analysis
Concept Zone Plan
Access & Circulation
Grading & Drainage
Utilities
Off-Site Sewer 1
Off-site Sewer 2
Natural Resource Protection Plan & Landscape Plan
Architectural Drawings
Elevation 1
Elevation 2
Traffic Statement
Abandonment & Easements
Citizen Participation Plan
Concept Plat
Rezone Legal Description Ordinance Exhibit A
Development Agreement
Zoning Map Amendment Presentation

ORDINANCE NO. 2022-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FLAGSTAFF, AMENDING THE FLAGSTAFF ZONING MAP TO REZONE APPROXIMATELY 13.49 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 5531 EAST CORTLAND BOULEVARD, APN 113-37-001E, FROM THE HIGHWAY COMMERCIAL (HC), LIGHT INDUSTRIAL-OPEN (LI-O), AND RESEARCH AND DEVELOPMENT (RD) ZONES WITH A RESOURCE PROTECTION OVERLAY (RPO) TO THE HIGH DENSITY RESIDENTIAL (HR) ZONE WITH A RESOURCE PROTECTION OVERLAY (RPO), PROVIDING FOR SEVERABILITY, AUTHORITY FOR CLERICAL CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Miramonte Holdings, LLC., ("the Applicant"), has applied for a Concept Zoning Map Amendment to rezone approximately 13.49 acres of real property located within the City of Flagstaff, a legal description of which is provided in "Exhibit A" attached hereto and incorporated by this reference ("the Property"), from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones with a Resource Protection Overlay (RPO) to the High Density Residential (HR) zone with a Resource Protection Overlay (RPO) for the purpose of developing a 139-unit multifamily residential development; and

WHEREAS, the Applicant conducted a neighborhood meeting on August 26, 2021 to discuss the proposed Zoning Map Amendment with the surrounding community, as required by Section 10-20.50.40 of the Flagstaff Zoning Code; and

WHEREAS, the Planning and Zoning Commission has formally considered the proposed Concept Zoning Map Amendment application, following proper notice and a hearing on February 23, 2022, and has recommended approval of the requested Zoning Map Amendment application, subject to the Applicant's compliance with a certain condition set forth below; and

WHEREAS, the Council finds that the applicant has complied with all application requirements set forth in Chapter 10-20 of the Flagstaff Zoning Code; and

WHEREAS, the Council has considered the conditions recommended by the Planning and Zoning Commission and has found them to be appropriate for the Property; and

WHEREAS, the Council has read and considered the staff reports prepared by the current Planning Division staff and all attachments to those reports, the Applicant's application, the narrative provided by the Applicant, and all statements made by the Applicant and its representatives or agents during the presentation to Council, and the Council finds that the proposed Concept Zoning Map Amendment, subject to the conditions set forth below, meets the findings required by Section 10-20.50.040(F)(1)(a) of the Flagstaff Zoning Code.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The amendment requested in the application is consistent with and conforms to the goals of the General Plan.

SECTION 3. The amendment requested in the application will not be detrimental to the public interest, health, safety, convenience, or welfare of the City, and will add to the public good as described in the General Plan.

SECTION 4. The affected site is physically suitable in terms of location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the amendment requested in the application will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

SECTION 5. The Zoning Map designation for the Property is hereby amended from the from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones with a Resource Protection Overlay (RPO) to the High Density Residential (HR) zone with a Resource Protection Overlay (RPO) as set forth in Exhibit A, attached hereto and incorporated by reference.

SECTION 6. The Zoning Map Amendment is conditioned on compliance with the Development Agreement between the City of Flagstaff and the Applicant, approved by the City Council concurrently on March 15, 2022 and that should that Development Agreement not be approved and executed this Ordinance becomes null and void.

SECTION 7. That the Zoning Map Amendment be further conditioned upon the Applicant's satisfaction of the following condition:

CONDITION:

1. The subject property shall be developed in substantial conformance with the concept zoning plan and project narrative including but not limited to the density and intensity and general layout approved by the Inter-Division Staff (IDS) on September 29, 2021, except as modified herein.
2. Development of the HR zone shall be limited to the number of units (139) identified in the concept zone plan and used for the preparation of all impact analysis, except that a 10% increase or decrease in the total number of units identified in the concept zone plan may be approved administratively.
3. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
4. All terms, conditions, and restrictions detailed within the "The Lofts at Continental Development Agreement" must be fully satisfied.
5. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on

the Property to revert to the former classification of Highway Commercial, Light Industrial-Open, and Research and Development in accordance with A.R.S. § 9-462.01.

SECTION 8. That City staff is hereby authorized to take such other and further measures and actions as are necessary and appropriate to carry out the terms, provisions, and intents of this Ordinance.

SECTION 9. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 10. Effective Date

This Ordinance shall be effective thirty (30) days following adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of March, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Legal Description

EXHIBIT "A"

The following is a description of a parcel of land, being a portion of the parcel described in Instrument 3695021, Coconino County Records (CCR), situate in section 8, Township 21 North, Range 8 East, G.& S.R.M., Flagstaff, Coconino County, Arizona, being more particularly described as follows:

Beginning at the northeasterly corner of said parcel which is a point on the south line of Interstate 40;

Thence South 05°43'31" East along the east line of said parcel a distance 375.34 feet to the southeast corner of said parcel;

Thence South 78°05'39" West along the south line of said parcel a distance of 1,250.53 feet to a point on the east line of Cortland Blvd.;

Thence South 79°04'33" West along the north line of Cortland Blvd. a distance of 88.00 feet to a point on the west line of Cortland Blvd.;

Thence continue South 79°04'33" West a distance of 7.00 feet;

Thence North 10°57'05" West a distance of 35.74 feet to a point which is the beginning of a curve concave to the west and having a radius of 149.00 feet;

Thence northwesterly along said curve a distance of 14.75 feet through a central angle of 05°40'16" to the beginning of a compound curve concave to the west having a radius of 13.00 feet;

Thence northwesterly along said curve a distance of 12.12 feet through a central angle of 53°25'08" to the beginning of a reverse curve concave to the east having a radius of 73.50 feet;

Thence northeasterly, northerly, and northwesterly along said curve a distance of 133.99 feet through a central angle of 104°27'00";

Thence North 36°56'42" West a distance of 89.61 feet to a point which is the beginning of a curve, concave to the east having a radius of 123.50 feet;

Thence northwesterly, north, and northeasterly along said curve a distance of 57.49 feet through a central angle of 26°40'11";

Thence North 10°16'31" West a distance of 117.29 feet to a point on the south line of Interstate 40;

Thence North 76°26'10" East along the south line of Interstate 40 a distance of 10.65 feet to a point which is the beginning of a non-tangent curve, concave to the south and having

a radius of 9,000.00 feet and to which beginning a radial line bears North 13°32'20" West;

Thence northeasterly along said curve and along the south line of Interstate 40 a distance of 770.40 feet through a central angle of 04°54'16";

Thence North 81°21'17" East along the south line of Interstate 40 a distance of 391.59 feet to a point which is the beginning of a non-tangent curve, concave to the south and having a radius of 14,123.95 feet and to which beginning a radial line bears North 07°11'37" West;

Thence northeasterly along said curve and along the south line of Interstate 40 a distance of 279.49 feet through a central angle of 01°08'02" to the **True Point of Beginning**;

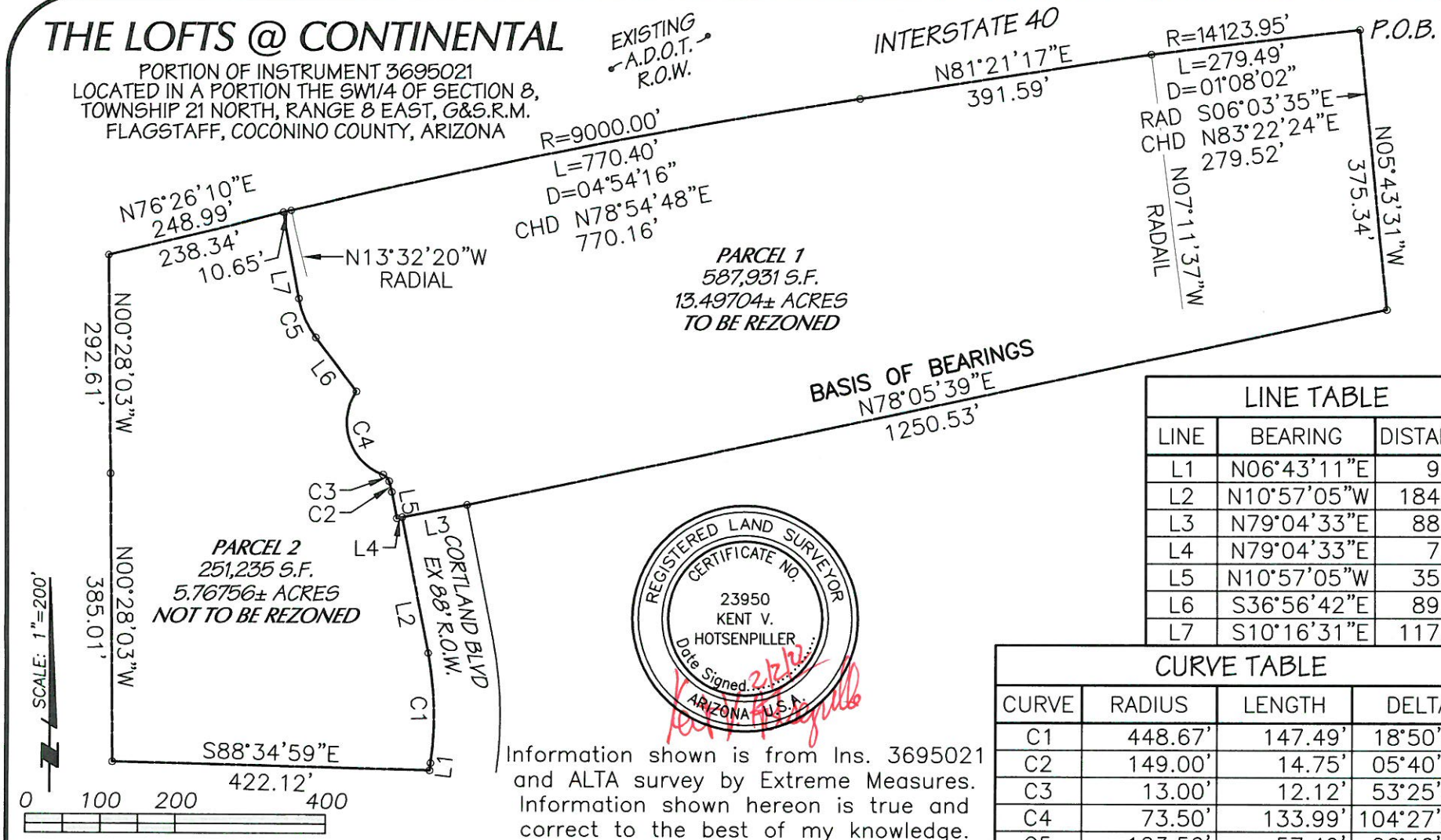
Said parcel contains 587,931 sq. ft. or 13.49704 acres of land more or less as shown on attached Exhibit B which by this reference is made a part hereof.



Parcel 1 (Rezoned to HR)

THE LOFTS @ CONTINENTAL

PORTION OF INSTRUMENT 3695021
LOCATED IN A PORTION THE SW1/4 OF SECTION 8,
TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed 2/2/22
ARIZONA U.S.A.

Information shown is from Ins. 3695021 and ALTA survey by Extreme Measures. Information shown hereon is true and correct to the best of my knowledge.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N06°43'11"E	9.88'
L2	N10°57'05"W	184.27'
L3	N79°04'33"E	88.00'
L4	N79°04'33"E	7.00'
L5	N10°57'05"W	35.74'
L6	S36°56'42"E	89.61'
L7	S10°16'31"E	117.29'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	448.67'	147.49'	18°50'06"
C2	149.00'	14.75'	05°40'16"
C3	13.00'	12.12'	53°25'08"
C4	73.50'	133.99'	104°27'00"
C5	123.50'	57.49'	26°40'11"

HORIZONTAL SCALE: 1"=200'
VERTICAL SCALE:
DESIGNED/DRAWN BY:
PROJECT NO. 20356
DATE: 2/1/22

Mogollon Engineering & Surveying Inc
411 W. Santa Fe Avenue
Flagstaff, Az. 86001
Phone: 928-214-0214 • Mogollan99@aol.com

EXHIBIT B

REZONING LEGAL DESCRIPTION - PARCEL 1
THE LOFTS @ CONTINENTAL

PLANNING AND DEVELOPMENT SERVICES REPORT
CONCEPT ZONING MAP AMENDMENT

PUBLIC HEARING
PZ-18-00030-02

DATE: February 3, 2022
MEETING DATE: February 23, 2022
REPORT BY: Tiffany Antol, AICP

REQUEST:
Concept Zoning Map Amendment, requested by Miramonte Holdings, LLC., of approximately 13.49 acres located at 5531 East Cortland Boulevard from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones to the High Density Residential (HR) zone. The development site is already located within the Resource Protection Overlay (RPO).

STAFF RECOMMENDATION:
Staff recommends the Planning and Zoning Commission, in accordance with the findings presented in this report, forward the Concept Zoning Map Amendment request to the City Council with a recommendation for approval with conditions.

PRESENT LAND USE:
The subject property ("Property") is approximately 13.49 acres of an overall 19.26-acre parcel located at the north end of Cortland Boulevard just south of Interstate 40. The property is currently vacant.

PROPOSED LAND USE:
The developer proposes the construction of a multi-family residential development with a maximum of 139 dwelling units at an overall maximum gross density of approximately 10.30 dwelling units per acre and a maximum net density of 12.38 units per acre. Dwelling units will consist of a mixture of 1-, 2-, and 3-bedroom dwelling units. The project is intended to be developed with two-story townhome style units within a combination of 4-plex, 5-plex, and 6-plex buildings. The development includes outdoor amenities and on-site surface parking.

NEIGHBORHOOD DEVELOPMENT:
See the attached area context map.

North: Interstate 40
East: Vacant land zoned Research and Development and Rural Residential
South: Multi-Family Residential zoned High Density Residential
West: Mix of developed and vacant land zoned Highway Commercial

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I. Project Introduction

A. Background/Introduction

The applicant, Miramonte Holdings, LLC., is requesting a Concept Zoning Map Amendment to rezone approximately 13.49 acres of an existing 19.26-acre parcel from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones (each make up approximately 1/3 of the area to be rezoned) to the High Density Residential (HR) zone located at 5531 East Cortland Boulevard. This amendment would allow the development of a multi-family residential development consisting of between 139 dwelling units located within 25 (4-plex, 5-plex, and 6-plex) townhouse building types. The Property is currently undeveloped land with a grouping of trees on the western edge of the proposed development site. The property gently slopes towards the east with no significant slope resources.

An applicant requesting an amendment to the Zoning map may elect to pursue either a "Direct to Ordinance with a Site Plan" or "Authorization to Rezone with a Concept Zoning Plan" per Section 10-20.50.040.D of the Zoning Code. The Direct to Ordinance with a Site Plan process requires the applicant to submit fully developed site plans with all supporting information required for site plan review concurrently with the Zoning Map amendment application. Once the Zoning Map amendment is approved by the Council, then the applicant can proceed directly to construction plan and building permit review. The Authorization to Rezone with a Concept Zoning Plan process allows the applicant to prepare a concept

zoning plan and pursue site plan application after Council approves the Zoning Map Amendment. A Concept Zoning Plan should consist of a plan with proposed use(s), vicinity maps, context map, concept phasing, housing types if applicable and a proposed circulation map. This means that staff has not reviewed building heights, development standards, landscape plans, outdoor lighting plans, signage plans, or architectural design standards for this project in a detailed and cohesive manner. These reviews will only take place after the Zoning Map Amendment is approved. In this case, staff recommended that the applicant pursue a concept rezoning due to the reconfiguration of existing access rights on the proposed development site.

In 2002, the City of Flagstaff acquired the land adjacent to the subject property for open space, flood control, recreation, and redevelopment. At the time of acquisition, the City was granted an 88-foot-wide access easement through the center of the subject property. The location of the easement made the development of the subject property extremely difficult. Staff has worked with the applicant to resolve the issue through compromise. The City will abandon the existing easement and the applicant will dedicate a new 45-foot unimproved right-of-way on the northern boundary of the property in addition to providing a 10-foot concrete FUTS along the southern boundary of the property. The details of this exchange are covered in the accompanied development agreement.

B. Proposed Rezoning and Development Plan

The developer, Miramonte Holdings, LLC., is requesting rezoning approval to permit the development of a multi-family development consisting of 139 dwelling units. The proposed development would consist of two-story townhome building types ranging from one- to three-bedroom units. The unit mix as shown on the concept plan includes the following:

UNIT DESCRIPTION	NO. OF UNITS	PERCENTAGE
1 Bed	30	21.5%
2 Bed	79	57%
3 Bed	30	21.5%

The minimum density requirement in the High Density Residential zone is 10 units per acre and the maximum density is 22 units per acre with the Resource Protection Overlay. The Zoning Code utilizes "Gross Density" where the density of a development is calculated by the total number of dwelling units divided by the total acreage of the Development Site Area. This project at 139 units divided by the gross site acreage of 13.49 acres results in 10.30 units per acre. The applicant will be providing improved right-of-way for a new cul-de-sac at the end of Cortland Boulevard (0.53 acres) and unimproved right-of-way for access to the adjacent property owned by the City of Flagstaff (1.74 acres). The Development Site Area after these right of way dedications (net area) will be approximately 11.23 acres in size with a net density of 12.38 units per acre.

Access to the development will be from Cortland Boulevard which will end in a new cul-de-sac within the larger 19.26-acre site. The cul-de-sac will be constructed in conjunction with the proposed multi-family development. The site is long and narrow which lends itself to having a driveway around the exterior of the site with the residential units located in the center like the adjacent apartment complexes.

Concept Zoning Plan

On September 29, 2021, the Inter-Department Staff (IDS) deemed the application for Concept Zoning to be complete. If this rezoning is approved the applicant will need to submit for Site Plan review prior to submitting civil plans or building permits.

A. Zoning – City of Flagstaff Zoning Code

If this Concept Zoning Map Amendment request is approved, approximately 13.49 acres will be rezoned to the High Density Residential (HR) zone. Development of the site will be conditioned to the approved concept plan and a final development agreement. Any substantial change to the approved concept plan (more than a 10% density

increase/decrease or modification to any condition of approval) will require a new rezoning request and further review and approvals by the Planning and Zoning Commission and City Council. The Concept Plan provided includes the general site layout, open space and civic space areas, general circulation, and building elevations.

i. Site Planning Standards

In accordance with Section 10-30.60.030 of the Zoning Code, a site analysis was completed in conjunction with the concept plan for this project that examines the topography of the site, solar orientation, existing/native vegetation types, view corridors, climate, subsurface conditions, drainage swales and stream corridor, and the built environment and land use context. The slopes on the subject property are less than 17%, so building foundations do not need to be designed to step with the terrain. The Forest Resources are addressed below in accordance with the provisions of the Resource Protection Overlay.

The applicant has provided a concept plan that considers the key contextual influences including the sensitivity of adjacent land uses; location of property boundaries and setbacks; location of adjacent roads, driveways, pedestrian ways, and bicycle facilities; location of existing transit facilities; as well as the existing built environment.

ii. Resource Protection

There is a Resource Protection Overlay zone on the subject site. The Zoning Code requires 50% of the tree resources to be saved. A conceptual Natural Resource Protection Plan (NRPP) was submitted as part of this rezoning application, which shows 66.4% of the tree resources preserved on the site. There are no slopes on site that exceed 17%. If this rezoning application is approved, an NRPP in compliance with the provision of the Zoning Code will be required as part of the Site Plan review. Staff will ensure compliance with the Zoning Code during Site Plan and Civil Plan review.

iii. Open Space & Civic Space

The HR zone requires 15% of the lot area to be Common Open Space (Table 10-40-30.030.A). A minimum of 1.69 acres of open space are required for the proposed residential project. The plans provided show the open space as the resource, landscape, and FUTS trail. Specific amenities for the residents of the site are not shown. The project narrative references a dog park which will include benches and a Ramada; however, details of this area have not been provided. A pollinator garden and the FUTS on site are also listed as amenities.

Section 10-30.60.060.B.1.b of the Zoning Code requires developments with 50 or more dwelling units to provide a minimum of 5% of the site as Civic Space. This space must be accessible to the public. A total of .56 acres of civic space is required for this project. The FUTS trail located along the southern property line is used to fulfill this requirement on site.

iv. Pedestrian and Bicycle Circulation Systems

Because this property is undeveloped there are no existing edge improvements along the property frontage. As part of this development the applicant will be required to install edge improvements along the cul-de-sac required to be constructed at the end of Cortland Boulevard to serve the property. The edge improvements along the cul-de-sac include a 5-foot parkway and an 8-foot sidewalk. A new 10-foot concrete FUTS trail will be provided by the developer from the new cul-de-sac along the southern property boundary connecting to the adjacent parcel owned by the City of Flagstaff. Cortland Boulevard does not currently have bicycle lanes.

v. Compatibility and Architectural Design Standards

Compatibility does not mean “the same as” but rather it refers to how well a new development is sensitive to the character of existing development. The Zoning Code breaks down compatibility into three categories:

Patterns of Development, Scale, and Continuity.

Patterns of Development include streetscapes, site relationships, signage, and landscape features. The proposed development conforms to the development pattern of the surrounding neighborhood which includes several multi-family developments.

Scale refers to similar or harmonious proportions, overall height and width, the visual intensity of the development, and the building massing. The development as proposed does not look like a typical apartment complex, instead consisting of building types that more closely represent a townhome single-family development which is like that of the surrounding development. The High Density Residential (HR) zone has a maximum building height of 60 feet like the properties directly to the south of the site. Several properties in the immediate vicinity are located within the High Density Residential (HR) zone which has a maximum building height of 60 feet. The proposed development is limited to one- and two-story building types which is like the existing development pattern in the area.

Continuity encompasses patterns of development and scale, but also site development, building forms, texture, materials, details, and colors. Sample elevations have been provided, but staff has yet to review the final architectural design, colors, or materials, all of which will need to comply with the Architectural Design standards found in the Zoning Code.

vi. Landscaping

Landscaping plans are not required in conjunction with a Concept Zoning Map Amendment application. If this rezoning is approved, Staff will review the required landscape plans and ensure compliance with the Zoning Code during site plan review. At the concept plan level, staff is most concerned with ensuring adequate landscape street buffers, building foundation, and parking lot landscaping. The proposed building types present a unique challenge for applying building foundation landscaping because there are many individual buildings that equate to a higher requirement for landscaping than a larger apartment building. Staff will work with the applicant during site plan review to ensure that adequate landscaping is provided for this project.

vii. Outdoor Lighting

The subject property is located within Lighting Zone 3, which means that it is located further away from astronomical resources within and surrounding the City of Flagstaff. Lighting Zone 3 has the lowest-level standards regarding outdoor lighting and allows for a total of 100,000 lumens per acre for multi-family residential development. A lighting plan is not required as part of a Concept Zoning Map Amendment, but one will be reviewed for compliance at the time of building permit submittal.

viii. Parking

Based on the requirements for market rate units, 290 parking spaces are required and are provided. No parking reduction incentives are used for this development. Fifteen bicycle parking spaces are required and sixteen are provided. In addition to vehicular parking the applicant is proposing and has included in the Development Agreement the provision of 4 EV-ready outlets per the requirements of the building code.

UNIT DESCRIPTION	NO. OF UNITS	SPACES PER UNIT	REQ PARKING
1 Bed	30	1.5	45
2 Bed	79	2.25	177.75
3 Bed	30	2.25	67.5
		Total	**290**

ix. Historic/Cultural Resources

A Phase 3 Cultural Resource Study has been completed for the property and is currently awaiting final data

review to be accepted by the Heritage Preservation Officer. The details of the study are confidential. All required mitigation has been completed.

B. Public Systems Impact Analysis

i. Traffic/Right-of-Way Impact

The scope of a Traffic Impact Analysis (TIA) is generally determined by the estimated peak hour trips generated by a development, per the Engineering Standards. The estimated peak hour trips for this development are 65 vehicles/hour in the a.m. and 79 vehicles/hour in the p.m. According to the Standards, an analysis beyond the traffic statement provided is not required. No impacts to the surrounding transportation network are anticipated that would require mitigation.

ii. Water and Wastewater Impact

A Water and Sewer Impact Analysis (WSIA) was completed by the City on April 30, 2021. The proposed development is located within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities. Currently there is no infrastructure in the ground on-site to support this development, so all on-site sewer and water systems will have to be designed and built. It is the developer's responsibility to design and construct all on-site and connecting water infrastructure per the City of Flagstaff Engineering Standards.

Water

All public water infrastructure exists in the Cortland Boulevard right-of-way. There is an 8" water main extended to the property frontage. On-site improvement will include a waterline loop around the property to service each proposed building which will also connect to a newly installed 18" waterline that crosses I-40. The property lies within the City of Flagstaff Zone "C" water pressure system limits and meets the minimum pressure requirements stated in the City of Flagstaff Engineering Standards. High pressures have been noted on site which require the developer to install pressure reducing valves after the meter.

Wastewater

The main sewer service for this project is a sewer line stub located south of the property. The existing line is an 8" PVC pipe. The developer will connect to this sewer by building a sewer line around the east side of the adjacent parcels and into the City-owned property. Prior to this connection, the existing 8" downstream sewer main must be upsized to a 10" main. This upsized sewer main must be installed, approved, and placed into service prior to the connection.

iii. Stormwater Analysis

The development of the subject project is proposing on-site, pre vs. post, volumetric mitigation in lieu of a Drainage Impact Analysis. The proposed stormwater management design will provide surface retention to not increase the volume of pre-development flows off-site. A basin will also provide peak flow mitigation of post development flow rates to at or below pre-development flow rates. LID requirements will be met per City standards. The Stormwater Manager has provided preliminary acceptance of the proposed on-site mitigation and LID methods. A preliminary drainage report is attached.

II. Zoning Map Amendment Findings

An application for a Zoning Map Amendment shall be submitted to the Planning Director and shall be reviewed and a recommendation prepared. The Planning Director's recommendation shall be transmitted to the Planning and Zoning Commission in the form of a staff report prior to a scheduled public hearing. The recommendation shall include: an evaluation of the consistency and conformance of the proposed amendment with the goals and policies of the General Plan and any applicable specific plans; the grounds for the recommendation based on the standards and purposes of the

zones set forth in Section 10-40.20 (Establishment of Zones) of the Zoning Code; and whether the amendment should be granted, granted with conditions to mitigate anticipated impacts caused by the proposed development, or denied.

Zoning Map Amendments shall be evaluated based on the following findings:

A. Finding #1:

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code (Title 11: General Plans and Subdivisions) prior to considering the proposed amendment.

i. General Plan/Flagstaff Regional Plan (FRP 2030) Process and Analysis Summary

When staff performs a Regional Plan (the "Plan") analysis, staff reviews all maps, text, and goals and policies to determine which are the most relevant in relation to the proposed application. The Plan's Future Growth Illustration on Maps 21 and 22 (same map; one is regional scale and one city scale) and the text of the Plan provide supplemental information for the interpretation of goals and policies. In the case of any conflict between the Future Growth Illustration and the Plan's goals and policies, the goals and policies will prevail. The Future Growth Illustration has two types of land use designations: "Area Types" describe the place-making context of Urban, Suburban, Rural, or Employment, and "Place Types" such as activity centers, corridors, and neighborhoods which provide the framework for the density, intensities, and mix of uses within the area types.

The subject property is designated as Existing Suburban area type with a portion of the property not being rezoned within a Neighborhood Suburban Activity Center pedestrian shed. Suburban areas are intended to have medium to low densities of people, residences, jobs, and activities; the streets and sidewalks vary in pattern; the area is drivable to access homes and jobs, yet walkable by special pedestrian facilities such as FUTS trails; some services and goods are available to the residents; and the area may have access to public transportation. The City's desired Suburban Neighborhood Characteristics include a density of 2-13 units per acre, low-rise apartments (generally accepted as three-story maximum), and open spaces used for passive recreation. The proposed development complies with these characteristics with approximately 10.30 units per acre. Both gross and net density comply with the density range.

ii. Applicable General Plan Goals and Policies

As part of its review, staff identified relevant Regional Plan Goals and Policies that could be applied to support or not support the proposed Zoning Map Amendment. These goals and policies are located in an attachment to this report and within the developer's narrative. The following is a discussion of how the project generally meets or conflicts with goals and policies in each chapter.

a. Environmental Planning & Conservation (Air Quality, Climate Change and Adaptation, Dark Skies, Ecosystem Health, Environmentally Sensitive Lands, Natural Quiet, Soils, and Wildlife)

The subject property is not identified as a site with significant or concentrations of natural resources per Maps 7 and 8 within the Regional Plan. In accordance with Goal E&C.2, the applicant is trying to encourage carbon neutrality using energy efficient appliances, electric vehicle-ready parking spaces, and the provision of bicycle parking on site. The site is located less than a mile to existing transit resources. In accordance with Goal E&C.5, the proposed development will adhere to the City of Flagstaff Outdoor Lighting Standards as required by the Zoning Code.

b. Open Space (Natural Resources and Open Space)

Goal OS.1. promotes the development of trails and access to public lands. The subject property is located adjacent to City-owned property intended to be developed as a regional park. The developer has agreed to

provide and develop a concrete FUTS trail connection through the subject site to this adjacent property. In addition, the developer has worked with City staff to preserve future access needs to the adjacent property.

c. Water Resources (Water Sources, Water Demand, Stormwater and Watershed Management, and Water Quality)

As shown on Map 21 and referenced in Policy WR.4.3., "Development requiring public utility services will be located within the Urban Growth Boundary." The Property is located within the Urban Growth Boundary. There is existing water infrastructure in Cortland Boulevard that can support the proposed development. The existing sewer infrastructure available to serve the Property is at capacity and will need to be increased in size to accommodate the proposed development. These improvements will be required prior to the occupancy of the project. The proposed development complies with the findings of the Drainage Impact Analysis discussed in the Public Systems Impact Analysis section of this report.

d. Energy (Energy Efficiency and Renewable Energy)

Goal E.1. encourages increasing energy efficiency. All units within the development are proposed to be ENERGY STAR certified with documentation provided prior to certificate of occupancy. Low VOC and formaldehyde-free materials will be used for the carpet, cabinets, and paint. The units are proposed to include energy recovery ventilators for air quality and engineered HVAC to ensure efficiency. HERS scores are proposed to be below 58. Units are proposed to achieve the Department of Energy ENERGY STAR certification for multifamily new construction verified by a third-party verification professional and Environmental Protection Agency and Indoor airPLUS label through verification by a certified home energy rater using the Indoor airPLUS Verification Checklist. All appliances except for the furnaces will be electric. No sources of renewable energy are proposed for the site.

e. Community Character (Scenic Resources and Natural Setting, Heritage Preservation, Community Design, and Arts, Sciences, and Education)

Policy CC.1.1 aims to preserve the natural character of the region and includes the preservation of stands of ponderosa pines. The Natural Resource Protection Plan indicates that approximately 66% of the tree resources will be retained.

Goal CC.3 aims to preserve, restore, enhance, and reflect the design traditions of Flagstaff. Specifically, policies CC.3.1 and CC.3.3 discuss the desired design of buildings and their relationship to their context. Staff believes that the design of the two-story units on the property meet these goals.

Policy CC.4.1 states streetscapes are to be context sensitive and transportation systems are to reflect the desired land use while balancing the needs of all modes for traffic safety and construction and maintenance costs. As part of this development, the applicant will be providing the necessary right-of-way to complete Cortland Boulevard in accordance with Engineering Standards. In addition to right-of-way, the applicant will be required to provide edge improvements consisting of parkways and sidewalks/FUTS as called for in the Regional Plan.

f. Growth Areas & Land Use (Reinvestment, Greenfield, Urban Area, Suburban Area, Rural Area, Employment Area, Special Planning Area, and Activity Centers)

The proposed development is on a vacant infill parcel. The development of the infill parcel includes the required civic space, open space, and pedestrian amenities, including the portion of FUTS through the property.

The developer has met with nearby residents and property owners. The Citizen Participation Report, required as part of the rezoning application and prepared by the developer, outlines the specific details of

these efforts. Policy LU.1.11 calls for collaboration between a developer, residents, and property owners in existing neighborhoods where redevelopment and reinvestment are proposed so that they are included, engaged, and informed.

Policy LU.1.3 promotes reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of existing buildings and streetscapes, maintaining selected appropriate open spaces, and programs for the benefit and improvement of the residents. The Regional Plan encourages suburban infill projects that propose multi-family development in the pedestrian shed of activity centers adjacent to public transit routes and a complete FUTS trail system.

The proposed development will provide the community with additional medium-density market-rate units and 14 affordable housing units limited to individuals who initially make no more than 80% of the Area Median Income (AMI) of Flagstaff.

g. Transportation (Mobility and Access, Safe and Efficient Multimodal Transportation, Environmental Considerations, Quality Design, Pedestrian Infrastructure, Bicycle Infrastructure, Transit, Automobile, Passenger Rail and Rail Freight, Air Travel, and Public Support for Transportation)

The proposed development will construct a portion of the FUTS through the property, although the FUTS is not complete in this area and will not connect with other FUTS sections in the area. The Property is located within ¾ of a mile to a transit stop.

h. Neighborhoods, Housing, and Urban Conservation

Goal NH.3 of the Regional Plan speaks to the desire to make available a variety of housing types at different price points to provide housing opportunities for all economic sectors. The units proposed for affordable housing will permanently serve residents earning 80% of the area median income or less. For a single individual, that annual income limit is currently $39,200.

The Regional Plan also aims to have compatible infill projects, specifically in Goal NH.6. While the project is utilizing the High Density Residential zone similar to the surrounding properties, the development standards used are closer in line with the Medium Density Residential zone.

B. Finding #2

To meet the finding, the proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff (the "City") and will add to the public good as described in the General Plan.

Staff believes that the proposed project will not be detrimental to the public health, safety, or welfare so long as it is developed in accordance with all codes and requirements.

The community benefit of this project includes contributions to the FUTS trail system, improvements to the existing sewer system that will support the greater area and not just the proposed development, the provision of 14 affordable housing units, and energy-efficient features. Staff believes that the project intends to contribute to the community by exceeding the basic requirements of the Zoning Code and providing resources that will support the greater community as well as mitigate impacts of the proposed development.

C. Finding #3

To meet the finding, the affected site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities

to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Staff believes that the proposed application meets this finding. The Inter-Division Staff reviewed the application and concluded that the site was suitable for the proposed development with the improvements as identified in this report. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis for the site.

III. Development Agreement

A draft development agreement, attached to this report, has been prepared and continues to be negotiated throughout the review of this project. The primary purpose of this agreement is to set out roles and responsibilities regarding the following (not limited to):

- Off-site sewer modifications
- Dedication of improved right-of-way for cul-de-sac at the end of Cortland Boulevard
- Dedication of unimproved right-of-way for future access to City parcel to the east.
- 10' concrete FUTS trail through property from Cortland Boulevard to City parcel
- 10% Affordable Housing – 14 units
- Energy STAR certified units
- Prohibition of short-term rentals
- Materials management plan for enhanced recycling
- Dog park with amenities for residents
- Four electrical vehicle-ready outlets
- 16 bicycle parking spaces where 15 are required
- Pollinator friendly landscaping

V. Citizen Participation

Public hearings before the Planning and Zoning Commission and City Council are conducted in conjunction with requests for Zoning Map Amendments. In accordance with Arizona State Statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, posting notices on the property, and mailing a notice to all property owners within 600 feet (exceeding the minimum of 300 feet) of the site excluding rights-of-way and all HOAs and apartment management offices within 1,000 feet.

The developer held one virtual neighborhood meeting using the Zoom platform regarding this case on August 26th at 5:00pm. No one from the public attended the meeting. The second required meeting was waived by the Planning Director. Staff has not received any comments from the public as of the writing of this report.

RECOMMENDATION:

Staff believes that the proposed Zoning Map amendment is in substantial conformance with the required findings and recommends the Planning & Zoning Commission forward the request to the City Council with a recommendation approving an amendment to the Zoning Map for 13.49 acres from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones to the High Density (HR) zone, subject to the following conditions:

1. The subject property shall be developed in substantial conformance with the concept zoning plan and project narrative including but not limited to the density and intensity and general layout approved by the Inter-Division Staff (IDS) on September 29, 2021, with this request except as modified herein.
2. Development of the HR zone shall be limited to the number of units (139) identified in the concept zone plan and used

for the preparation of all impact analysis. There shall be no more than a 10% increase or decrease in the total number of units identified in the concept zone plan.

3. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
4. All terms, conditions, and restrictions detailed within the "The Lofts at Continental Development Agreement" must be fully satisfied.
5. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Highway Commercial, Light Industrial-Open, and Research and Development in accordance with A.R.S. § 9-462.01.

Attachments:

- Application
- Legal Notice
- Project Narrative & Regional Plan Analysis
- Concept Zone Plan
- Landscape Plan
- Architectural Plans
- Preliminary Drainage Report
- Water Sewer Impact Analysis
- Traffic Statement
- Rezoning Legal Description
- Concept Subdivision Plan
- Citizen Participation Plan

City of Flagstaff — Community Development Division

211 W. Aspen Ave
Flagstaff, AZ 86001
www.flagstaff.az.gov
P: (928) 213-2618

Date Received	Application for Concept Zoning Map Amendment	File Number

Property Owner(s) / Title	Phone	Email
Mongini Irrevocalbe Trust, Mike Mongini, Owner	928-699-4381	mem@h2m2law.com
Mailing Address		**City, State, Zip**
120 N. Beaver Street, Flagstaff, AZ. 86001		
Applicant(s) / Title	**Phone**	**Email**
Miramonte Holdings, LLC- Chris Kemmerly- Owner	520-405-0914	chris@kemmerly.com
Mailing Address		**City, State, Zip**
2502 East River Road, Tucson, AZ. 85718		
Project Representative) / Title	**Phone**	**Email**
Charity Lee - Land Acquisition & Development Manager	928-600-3594	clee@miramontehomes.com
Mailing Address		**City, State, Zip**
102 S. Mikes Pike		Flagstaff, AZ. 86004

Requested Review ☒ Zoning Map Amendment ☐ Minor Regional Plan Amendment ☐ Continued

Site Address	Parcel Number(s)	Subdivision, Tract & Lot Number
5531 East Cortland BLVD	113-37-001E	No subdivision, meets and bounds
Existing Zoning District	**Proposed Zoning District:**	**Existing Regional Plan Land Use Category**
HC, LI-O, and RD	High Density Residential (HR)	Suburban Activity Center

Existing Use	Proposed Use
Vacant Land	139 unit multi-family residential community

Property Information:
- ☐ Yes ☒ No Located in an existing Local/National Historic District? (Name:_____)
- ☐ Yes ☒ No Existing structures are over 50 years old at the time of application?
- ☒ Yes ☐ No Subject property is undeveloped land?

Requested Urban Growth Boundary Change (If Applicable)	Proposed Regional Plan Land Use Category
NA	NA

Property Owner Signature(required)	Date:	Applicant Signature	Date:
	7-26-21	, Member	7/21/24

For City Use

Date Filed:	File Number(s):		Type of Zoning Map Amendment:
P & Z Hearing Date:	Publication and Posting Date:		☐ Small scale
Council Hearing Date:	Publication and Posting Date:		☐ Medium scale
Fee Receipt Number:	Amount:	Date:	☐ Large scale
			☐ Multi-phase scale

Action by Planning and Zoning Commission:	Action by City Council:
☐ Approved	☐ Approved
☐ Denied	☐ Denied
☐ Continued	☐ Continued

Staff Assignments	Planning	Engineering	Fire	Public Works/Utilities	Stormwater

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN that the Flagstaff Planning and Zoning Commission will hold a Public Hearing on Wednesday, February 23, 2022, at 4:00 p.m. and the Flagstaff City Council will hold a Public Hearing on Tuesday, March 1, 2022, at 3:00 p.m., to consider the following:

A. Explanation of Matters to be considered:
A proposed amendment to the official City of Flagstaff zoning map to rezone 13.49 acres from Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) with the RPO to High Density Residential (HR) with RPO for the purpose of constructing a 139-unit Multi-family Residential development.

The site currently consists of land owned by Mongini & Selna Childrens Irrevocable Living Trust.

B. General Description of the Affected Area:
Approximately 13.49 acres located east of Cortland Boulevard and south of Interstate 40, portion of Coconino County Assessor's Parcel Number 113-37-001E, portion of Section 8, T21N, R8E, of the G&SRM, City of Flagstaff, Coconino County, Arizona.

Planning and Zoning Commission meetings are currently being held virtually. For instructions on the virtual meetings visit the following link:

https://www.flagstaff.az.gov/2845/Planning-Zoning-Commission

Contact the Planning Development Manager listed for maps and information regarding the proposed amendment. The Council hearing for these items may be continued if the Planning and Zoning Commission has not given a recommendation

Due to the COVID-19 pandemic, Council meetings may be held virtually. At the link below please refer to the posted agenda for any change to the meeting time and how to attend the meeting and submit comments:

https://www.flagstaff.az.gov/328/Meetings

The meetings will continue to be live streamed on the city's website:

https://www.flagstaff.az.gov/1461/Streaming-City-Council-Meet

PROPOSED ZONING MAP AMENDMENT
From Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) with the Resource Protection Overlay (RPO) to High Density Residential (HR) with the Resource Protection Overlay (RPO) for the purpose of a 139-unit Multi-family Residential development



APN: East portion of 113-37-001E
ACRES: Approximately 13.49 Acres

FOR FURTHER INFORMATION CONTACT
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Planning & Development Services
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Flagstaff, Arizona 86001
(928) 213-2605
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Charity Lee
Miramonte Holdings, LLC
102 S Mikes Pike
Flagstaff, Arizona 86001
(928) 600-3594
clee@miramontehomes.com

Publish: February 5, 2022

PROJECT NARRATIVE
LOFTS AT CONTINENTAL
CONCEPT REZONING
PZ-20-00183
5531 E. CORTLAND BOULEVARD, FLAGSTAFF
AUGUST 3RD, 2021
UPDATED SEPTEMBER 17, 2021

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Chris Kemmerly
(520) 615-8900
chris@kemmerly.com

OWNER/SELLER
Mongini & Selna Childrens Irrevocable Living Trust
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Michael Mongini
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mem@h2m2law.com

LAND ACQUISITION & DEVELOPMENT MANAGER
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102 S. Mikes Pike, Flagstaff, AZ. 86001
Charity Lee
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clee@miramontehomes.com

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Mogollon99@aol.com

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ABOUT US

Since 1992, Miramonte has been building the finest homes and commercial properties across the state of Arizona. From the Sonoran Desert to the mountains of Flagstaff, Arizona is a land of stunning diversity. No one understands this better than the Miramonte Companies. Capturing the essence of each environmentally and culturally unique community it serves within the Grand Canyon State has helped transform this Arizona-based regional company into the state's premier privately held homebuilder.

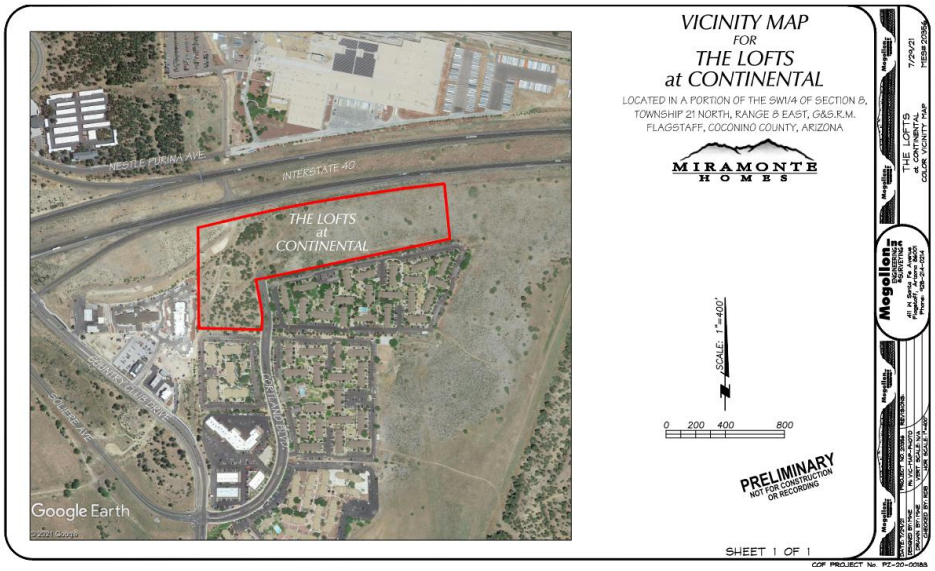
Miramonte has been building homes in Flagstaff, Arizona since 2012 and has developed; Forest Springs Phase I and II, Switzer Canyon, Presidio in the Pines Phases I, II and II, Miramonte Mountain Reserve, Miramonte Mountain Pines, Enclave at Presidio, Miramonte Garden Pines, Dale Condos, Montvale, Walnut Cottages, Ponderosa Parkway and Timber Sky, Deer Creek at Pine Canyon, Elk Pass at Pine Canyon and Flagstaff Ranch.

Miramonte stands as a hallmark of craftsmanship, value, and customer focus. Miramonte's portfolio spans the entire range of the building continuum, including high-density, multi-family urban dwellings, semi-custom and first move-up communities, and Miramonte's visually stunning business, office, and warehouse spaces.

Owned by Chris Kemmerly and led by a team of experienced building professionals, Miramonte is a fully integrated builder with unparalleled scope, resources, and capabilities.

PROPERTY DETAILS

The property is located at the northern end of Cortland Boulevard at 5531 East Cortland Boulevard, Assessor Parcel Number 113-37-001E, a total of 19.26 acres. It is surrounded by multi-family rental units to the south, and commercial development to the west. The property to the east is 70 acres of vacant land/open space acquired by the City of Flagstaff in 2002 for open space, flood control, recreation, and redevelopment. The northern boundary of the Property is Interstate 40.





Excerpt from online City of Flagstaff Zoning Map

Research and Development (RD)

Highway Commercial (HC)

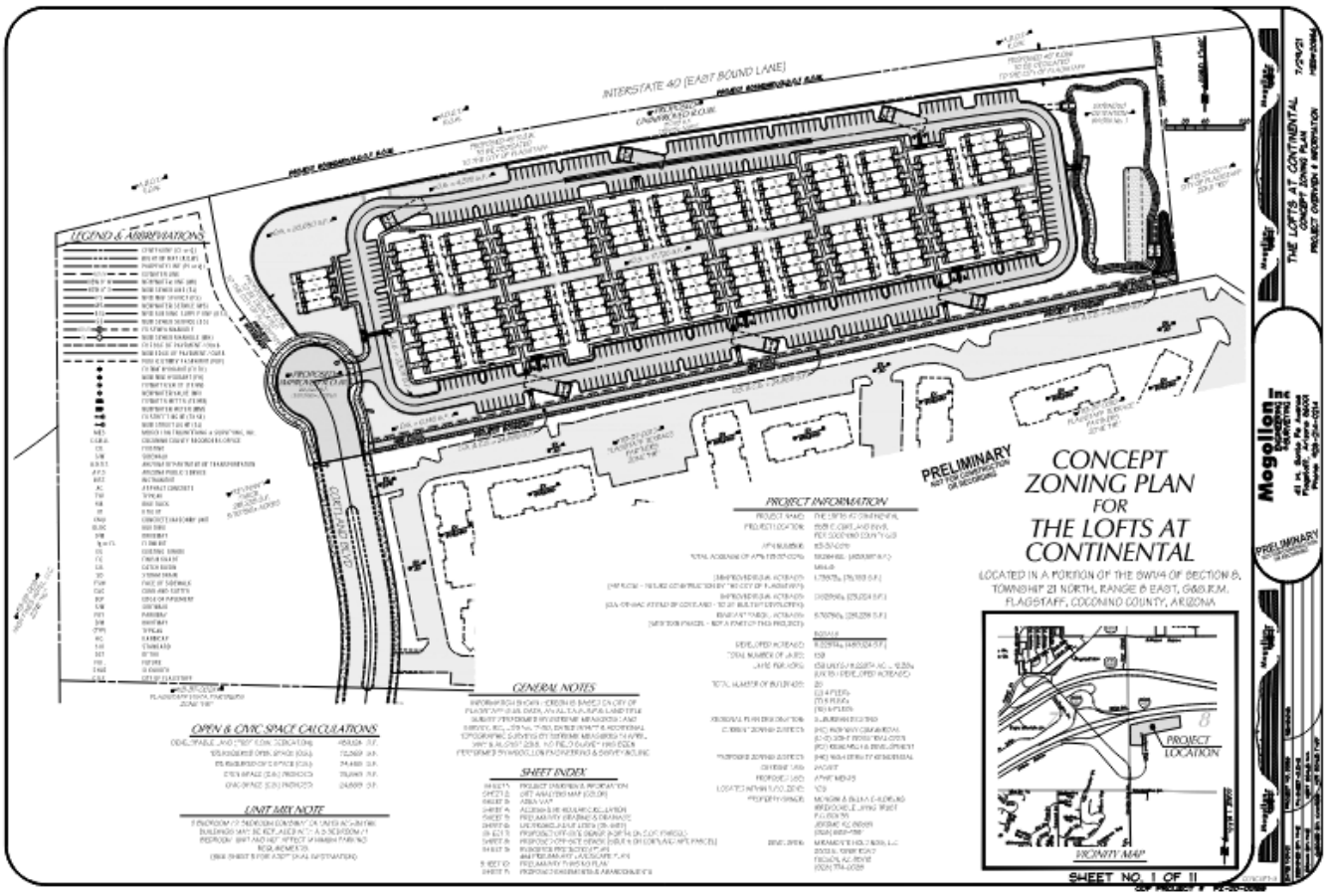
Light Industrial Open (LI-O)

The property is zoned Highway Commercial (over 1/3 of the parcel), Light industrial Open (LI-O) (approximately 1/3), and Research Development (less than 1/3). The site is in a Resource Protection Overlay and in Lighting Zone 3.

DEVELOPMENT DETAILS

Plan Overview

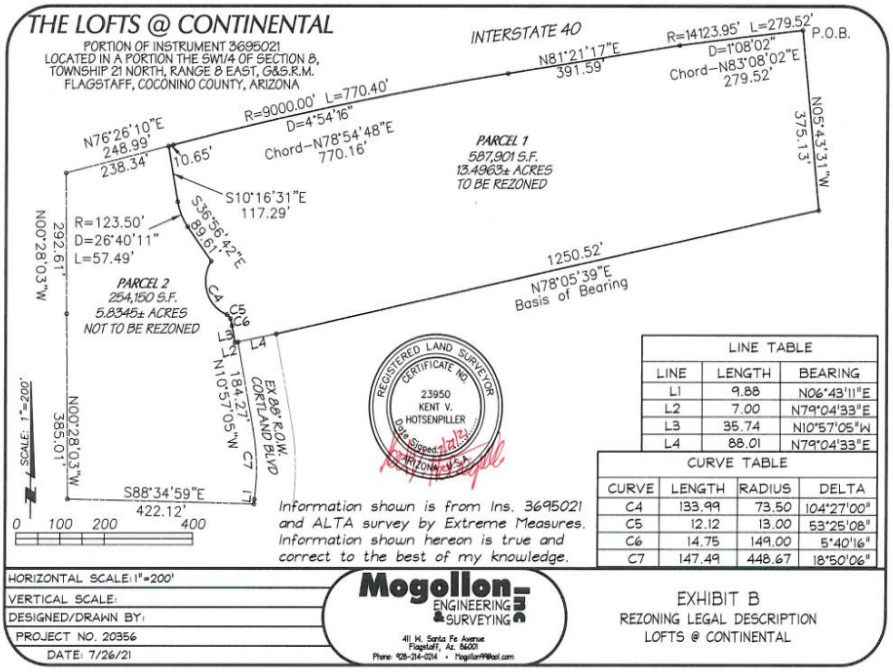
The Lofts at Continental is a 139-unit multi-family residential rental community, providing additional housing for the city of Flagstaff (the "Project"). The Project site is ± 13.49 gross acres with ±11.23 developed acreage. Units per acre is ±12.38 acres (139 units/11.22874 acres = 12.38 ±). There will be a total of 25 buildings consisting of (2) 4 Plex's, (7) 5 Plex's, and (16) 6 Plex's, A TOTAL OF 118,680 square feet.



Proposed use is a for rent apartment complex. There will be 290 parking spaces and 16 bicycle parking spaces provided for the residents. Approximately 1.75 acres, or 76,369 SF will remain open space.

Concept Zoning Map Amendment

To develop the property as proposed requires an amendment to the zoning map. Miramonte is requesting a rezoning of the parcel to High Density Residential. The 19.26-acre parcel will be subdivided as part of the rezoning process. Miramonte is not seeking to rezone the remainder parcel, which is shown as Parcel 2 on Exhibit B, it will keep the Highway Commercial zoning. The project site will be located on approximately 13.496.



Housing

Developer desires to respond to City's December 2020 "Housing Crisis Emergency Declaration" (Resolution No. 2020-66) by developing a 139-unit for rent apartment complex. Fourteen of the rental units will be permanently affordable and subject to the City of Flagstaff Affordability Plan. There will be a minimum of one-year leases, short term rentals will not be allowed.

Architecture

The development will be two-story loft apartments. All units will have a bedroom on the main level. There will be one-bedroom, two-bedroom, and three-bedroom units. The construction will be wood frame with post-tension slab-on-grade floors. The exteriors will feature a variety of siding, board and batten, corrugated

metal, and different roof lines for architectural interest. Each unit will be provided with its own AC unit, storage unit for bike storage and other personal storage items, and a covered fenced in patio.



Sustainable Development

All units will be ENERGY STAR certified and include energy efficient features and appliances, including LED interior and exterior lighting and the use of open cell foam insulation in the attics and walls.

Low- VOC and formaldehyde free materials will be used for the carpet, cabinets, and paint.

The units will include energy recovery ventilators for air quality which qualifies the units for air quality plus certification and engineered HVAC to ensure efficiency. HERS scores will be below 58.

All units will also include double heavy duty hidden waste baskets in the kitchen cabinets to promote recycling.

Natural Environment/Landscaping Plan

The Lofts at Continental will provide 450 new trees, 900 shrubs, 900 ground covers and accents and 30 butterfly nectar plants. Native drought tolerant plants will be utilized in the Landscaping Plan and will be

planted in compliance with the City of Flagstaff Landscaping Standards Section 10-50.60. Rainwater harvesting will be utilized by collecting roof runoff in gutters and downspouts to passively irrigate At-Grade landscaping. The added plants will help with runoff, provide clean air into the environment, and provide natural habitat for insects, pollinators, birds, and small animals.

Amenities

A dog park will be included for residents to meet and allow their dogs to play in a safe and controlled area and will include benches, and a Ramada.

A pollinator garden will also be added to support the Mayor's Monarch Butterfly Pledge. This garden will be at the entrance of the development which will provide a beautiful and serene place full for residents to enjoy.

An urban trail will be constructed at the south end of the property running from west to east that will provide direct access to over 70 acres of city owned open space.

Pedestrian Connectivity

The Project will include 5' sidewalks throughout the development connecting to the existing sidewalks along Cortland Boulevard. A 10' wide urban trail will also be constructed and will connect to the Flagstaff Urban Trail System (FUTS) providing direct access to Cortland Boulevard and to the adjacent open space.

Access/Circulation/Off-Sites

The Project is located at the end of Courtland Boulevard, less than 1/2 mile from Country Club Drive and approximately ¾ mile from Interstate 40. Public transportation is available through NAIPTA with Bus Route 3 located off Country Club Drive.

Lighting

The property is in Lighting Zone 3. The Project will preserve and protect the nighttime environment by adopting a lighting plan that follows the Zoning Code, Section 10-50.70, Outdoor Lighting Standards.

Resource Protection Zone

The property is in a Resource Protection Overlay Zone. No steep slope resources are located on the property, the property slopes from 0% to 2%. 66.4% of tree resources are preserved in accordance with the Zoning Code.

Phasing Plan

The Developer proposes to phase the construction of the Project to receive Certificate of Occupancy as buildings are constructed. The intent is to start leasing the units as they are completed to bring additional rental units the housing market quickly. The Developer would like input from the City of Flagstaff on how to

best achieve the desired goal. The goal is to have final buildout within three years or less once approvals have been received.

Topographic and Flood Zone Designation

This is a level site with slopes between 0-2%. There is no urban or rural flood plain located on this site.

Infrastructure

Water/Sewer

The Project is within urban growth boundary and has ability to be served by City water and sewer utilities. Refer to the Water and Sewer Impact Analysis (WSIA) completed by the City of Flagstaff, dated April 30, 2021.

The property is within the City of Flagstaff Zone "C" water pressure system limits and meets the minimum pressure requirements stated in the City of Flagstaff Engineering Standards.

On-site modifications:

New water and sewer infrastructure will be designed and built for the Project in accordance with the City of Flagstaff Engineering Design Standards.

Off-site modifications:

Sewer:

Developer will upsize an existing 8" downstream sewer main to a 10" sewer main and construct a sewer line on the City of Flagstaff parcel, APN 113-37-001F to connect to a future sewer stub located on parcel 113-37-002F. Developer will secure the necessary public utility easements across the private property and from the City of Flagstaff for the project.

Water: There is an 8" PVC water line in the right-of-way off Cortland Boulevard. The onsite system will loop the property and connect to a newly installed 18" waterline that crosses I-40.

Drainage/Stormwater

The existing off-site drainage flow from the north will be diverted along the north property boundary and away from the extended detention basin. Additional flow from the west to be routed through the site and thru the new extended detention basin located on the eastern property boundary.

Public services

All public services are available in this area. Emergency vehicles will have direct access to the Lofts at Continental off Cortland Boulevard. Service vehicles will have full mobility within the development with 26' drive isles.

Fire

The City of Flagstaff Fire Station 3 is located at 4500 E. Nestle Purina Avenue less than 1 1/2 miles from The Lofts at Continental and will provide fire coverage for the development.

Police

The City of Flagstaff Police Department will be the police protection agency for Lofts at Continental.

Schools

Flagstaff Unified School District as well as a variety of charter schools and college prep schools are available for residents of the Lofts at Continental.

Trash collection

Trash collection will be via recycle and trash dumpsters throughout the site. Refer to the Material Management Plan and Site Plan.

NEIGHBORHOOD MEETING & CITIZEN PARTICIPATION PLAN

Developer recognizes the need to involve the neighborhood and community with this proposed rezoning amendment. Attached is Developer's draft Neighborhood Meeting Plan, which it will implement upon filing of this application and in accordance with Section 10-20.30.060 of the zoning code.

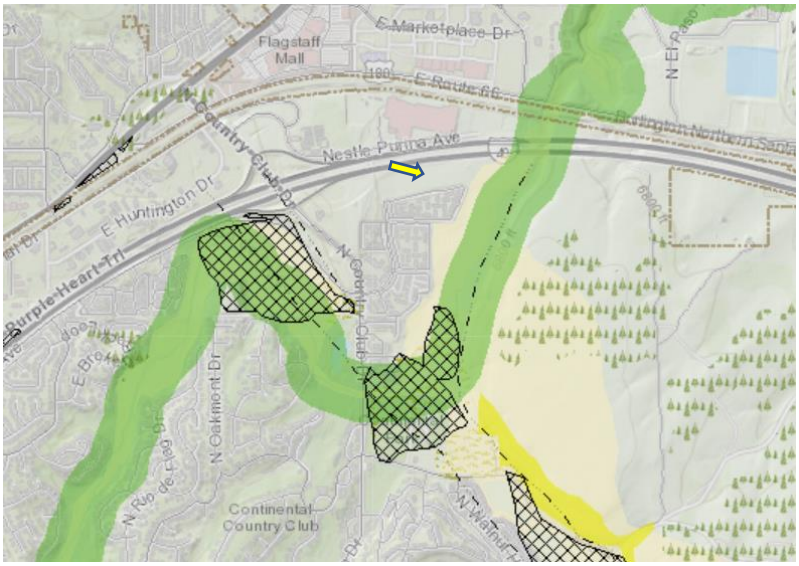
Upon completion, and in advance notice of the first public hearing on this application, Miramonte will submit a detailed report of its citizen participation efforts, the feedback it has received, and changes or proposed changes to the project based on that feedback.

GENERAL PLAN CONFORMANCE

This is a thoughtful project that can foster the planned growth in the activity center in a manner compatible with many goals and policies of the Flagstaff Regional Plan including those cited below.

Natural Environment

The Flagstaff region is rich with natural resources. Underlying the Flagstaff Regional Plan is the basic principle that a healthy natural environment is necessary for a healthy and prosperous human community and economy" **Flagstaff Regional Plan NATURAL ENVIRONMENT | Environmental Planning & Conservation IV-1**. The property is ideal for construction as it does not impact the region's natural resources. Adjacent to the development is riparian vegetation and wildlife linkages as shown on Map 7 of the Regional Plan, the development will not impact these areas. The construction of the FUTS will provide direct access to the city open space where residents can enjoy the natural environment and riparian area.



Map 7: Significant Natural Resources
Flagstaff Regional Plan

Chapter IV- Environmental Planning & Conservation; Open Space

Air Quality Goals and Policies

Goal E&C.1. Proactively improve and maintain the region's air quality

Climate Change and Adaptation Goals and Policies

Goal E&C.2.Reduce greenhouse gas emissions.

- All units will include energy recovery ventilators for air quality.
- 5' sidewalks will be included throughout the development connecting to the existing sidewalks along Cortland Boulevard to promote alternative forms of transportation.
- 10' wide urban trail will also be constructed and will connect to the Flagstaff Urban Trail System (FUTS) providing direct access to Cortland Boulevard and to the adjacent open space.
- Public transportation is available through NAIPTA with Bus Route 3 located ¾ miles from the Project, off Country Club Drive.

Dark Skies Goals and Policies

Goal E&C.5. Preserve dark skies as an unspoiled natural resource, basis for an important economic sector, and core element of community character.

Policy E&C.5.3. Continue to enforce dark sky ordinances.

- The Project will preserve and protect the nighttime environment by adopting a lighting plan that follows the Zoning Code, Section 10-50.70, Outdoor Lighting Standards.

Ecosystem Health Goals and Policies

Goal E&C.6. Protect, restore and improve ecosystem health and maintain native plant and animal community diversity across all land ownerships in the Flagstaff region.

Policy E&C.6.8. Disturbed areas for improvements and landscaping for new developments shall emphasize the use of native, drought-tolerant, or edible species appropriate to the area.

- The project has been designed to preserve the greatest number of existing trees on the site, the stand of ponderosa pine trees that is in the northwest portion of the site will remain. This will help to maintain the animal community and will increase the overall value of the project.
- Native drought tolerant plants will be utilized in the Landscaping Plan and will be planted in compliance with the City of Flagstaff Landscaping Standards Section 10-50.60. These plants will help with runoff, provide clean air into the environment, and provide natural habitat for insects, pollinators, birds, and small animals.

Soils Goals and Policies

Goal E&C.9.Protect Soils through conservation practices.

Policy E&C.9.2. Construction projects employ strategies to minimize disturbed area, soil compaction, soil erosion, and destructive vegetation.

- The site is relatively level with no slopes in the project area. This will allow the natural topography to be conserved by building to grade.
- Proposed site grading shall be in accordance with the City of Flagstaff Engineering standards and the recommendations outlined in the geotechnical report.
- Overall site is to be graded to drain to the proposed detention basin and storm water conveyances will be designed and constructed in accordance with the City of Flagstaff Storm Water standards.

Chapter V-Open Space

Open Space Goals and Policies

Goal OS.1. The region has a system of open lands, such as undeveloped natural areas, wildlife corridors and habitat areas, trails, access to public lands, and greenways to support the natural environment that sustains our quality of life, cultural heritage, and ecosystem health.

Policy OS.1.3 Use open spaces as natural environment buffer zones to protect scenic views and cultural resources, separate disparate uses, and separate private development from public lands, scenic byways, and wildlife habitats.

Policy OS1.4 Use Open Space as opportunities for non-motorized connectivity, to interact with nature, and to enjoy the views and quiet.

Policy OS.1.5. Integrate open space qualities into the built environment.

- Approximately 1.75 acres or Fifteen percent (15%) of the Property will remain open space.
- An urban trail will be constructed at the south end of the property running from west to east that will provide direct access to over 70 acres of city owned open space.
- A pollinator garden will be included at the entrance of the development to provide a natural habitat for butterflies, and other pollinators.
- A dog park will be provided for the residents that is adjacent to the Flagstaff Open Space.

VI-Water Resources

Water Demand Goals and Policies

Goal WR.4. Logically enhance and extend the City's public water, wastewater, and reclaimed water services including their treatment, distribution, and collection systems in both urbanized and newly developed areas in the city to provide an efficient delivery of services.

Policy WR.4.3. Development requiring public utility services will be located within the Urban Growth Boundary.

- The Project is within urban growth boundary and has ability to be served by City water and sewer utilities.
- The property is within the City of Flagstaff Zone "C" water pressure system limits and meets the minimum pressure requirements stated in the City of Flagstaff Engineering Standards.
- Developer will upsize the downstream sewer main for benefit of project and the system more generally by constructing a new 10" sewer line.
- This new sewer line will give the city the opportunity to solve the overcapacity that currently exists in the private sewer line system.

Stormwater & Watershed Management & Water Resources

Goal WR.5. Manage watersheds and stormwater to address flooding concerns, water quality, environmental protections, and rainwater harvesting.

Policy WR.5.3. Identify downstream impacts as the result of development and provide for mitigation measures to address impacts. When possible, mitigations should be non-structural in nature.

Policy WR.5.6. Implement stormwater harvesting techniques to support water conservation strategies by collecting and using local precipitation in the vicinity where it falls to support both human and overall watershed health needs.

Policy WR5.7. Support healthy watershed characteristics through implementation of practices, consistent with the City of Flagstaff Low Impact Design Manual, that improve flood control and flood attenuation, stormwater quality, and water sustainability; increase groundwater recharge; enhance open space quality; increase biodiversity; and reduce land disturbance and soil compaction.

- There is no urban or rural flood plain on the project site.
- The existing off-site drainage flow from the north will be diverted along the north property boundary and away from the extended detention basin. Additional flow from the west to be routed through the site and thru the new extended detention basin located on the eastern property boundary.
- Rainwater harvesting will be utilized by collecting roof runoff in gutters and downspouts to passively irrigate At-Grade landscaping.

Chapter VII-Energy

Efficient Use of Energy Goals and Policies

Goal E.1. Increase energy efficiency.

Policy E.1.4. Promote cost-effective, energy-efficient technologies and design in all new and retrofit buildings for residential, commercial, and industrial projects.

Policy E.1.5. Promote and encourage the expansion and use of energy-efficient modes of transportation: a. Public transportation b. Bicycles c. Pedestrians

Goal E.2. Expand production and use of renewable energy.

Policy E.2.4. Encourage small-scale renewable energy production and use on the local level on appropriate residential, commercial, and industrial parcels.

- Construction of the FUTS trail, and sidewalks within the development encourage the use of energy-efficient modes of transportation. NAIPTA bus route 3 is also located ¾ mile from the development.
- Energy efficient appliances will be installed in the units.
- LED interior and exterior lighting will be installed.
- Open cell foam insulation in attics and walls.
- Low-VOC and formaldehyde free materials (i.e., carpet, cabinets, paint) will be installed.
- Green Building construction practices will maximize efficiency, minimize waste, and avoid pollution of the building site.
- ENERGY STAR certified units.
- Engineered HVAC system to ensure efficiency.
- HERS scores below 58.

Chapter VIII-Community Character

Scenic Resources and Natural Setting Goals and Policies

Goal CC.1.Reflect and respect the region's natural setting and dramatic views in the built environment.

Policy CC.1.1. Preserve the natural character of the region through planning and design to maintain views of significant landmarks, sloping landforms, rock outcroppings, water courses, floodplains, and meadows, and conserve stands of ponderosa pine.

Policy CC.1.6. Encourage cluster development to preserve open space, viewsheds, and scenic vistas.

- The maximum buildable height for the proposed zoning is 60'. Miramonte will be constructing two-story buildings to protect the view shed.
- High-density residential development has been designed to focus the construction away from the natural stand of pine trees, no natural resources are impacted by the construction.
- 1.75 acres of open space will be preserved on site.

Heritage Preservation Goals and Policies

Goal CC.2. Preserve, restore, and rehabilitate heritage resources to better appreciate our culture.

Policy CC.2.3. Mitigate development impacts on heritage resources.

- Cultural resources on the property were identified by a registered professional archeologist and were mitigated using the Arizona State Museum standards for archeological sites.

Community Design Goals and Policies

Goal CC.3. Preserve, restore, enhance, and reflect the design traditions of Flagstaff in all public and private development efforts.

Policy CC.3.1. Encourage neighborhood design to be respectful of traditional development patterns and enhance the overall community image.

Policy CC.3.2. Maintain and enhance existing buildings and blend well-designed new buildings into existing neighborhoods.

- Exterior of the buildings will be quality construction in an attractive style compatible with the Flagstaff area.
- Exterior colors will complement the natural surroundings.
- The exteriors will feature a variety of siding, board and batten, corrugated metal, and different roof lines for architectural interest.

Goal CC.4. Design and develop all projects to be contextually sensitive, to enhance a positive image and identity for the region.

Policy CC.4.3. Employ design solutions that balance the interface of the natural and built environments, with the most urbanized core activity areas being the most built, and the most rural areas being the most natural.

Policy CC.4.4. Policy CC.4.4. Design streets and parking lots to balance automobile facilities, recognize human-scale and pedestrian needs, and accentuate the surrounding environment.

Policy CC.4.5. Encourage local landscaping using Xeriscape, low-impact principles, and native vegetation wherever possible.

- Circular driveway with 26' drive isle provides ease of access for residential traffic and service vehicles.
- Ample parking spaces are located on the
- The parcel is relatively flat with little trees or vegetation so there is no need for large scale clear cutting before development.
- The Project will use native and/or drought tolerant plants in its new landscaping areas and utilize passive rainwater harvesting.
- Roof runoff will be collected in gutters and downspouts to passively irrigate at-grade landscaping.
- The irrigation system will be equipped with rain shut off sensors and moisture sensors to minimize water use further.

Chapter IX Growth Areas & Land Use

Reinvestment Goals and Policies

Goal LU.1. Invest in existing neighborhoods and activity centers for the purpose of developing complete and connected places.

Policy LU.1.1. Plan for and support reinvestment within the existing city centers and neighborhoods for increased employment and quality of life.

Policy LU.1.3 Promote reinvestment at the neighborhood scale to include infill of vacant parcels, redevelopment of underutilized properties, aesthetic improvements to public spaces, remodeling of existing buildings and streetscapes, maintaining selected appropriate open space and programs for the benefit and improvement of the local residents.

Policy LU.1.4 Attract private investment by reinvesting in transportation infrastructure improvements as well as public utilities infrastructure for desired development size.

Policy LU.1.5 Maintain and upgrade existing infrastructure and invest in infrastructure to make redevelopment and infill an attractive and more financially viable development option.

Policy LU.1.6. Establish greater flexibility in development standards and processes to assist developers in overcoming challenges posed by redevelopment and infill sites.

- Development of an underutilized parcel to increase housing in Flagstaff and promote growth in the area.
- Dedication of 45' future right-of-way which will provide access for the public to the adjacent open space and future regional park.

- Upsizing the existing sewer main and construct a sewer line of the City of Flagstaff parcel to connect to a future sewer stub.
- Construction of FUTS trails and sidewalks in the development.

Greenfield Development

Goal LU.2. Develop Flagstaff's Green Fields in accordance with the Regional Plan and within the growth boundary.

Policy LU.2.2. Design new development to coordinate with existing and future development, in an effort to preserve viewsheds, strengthen connectivity, and establish compatible and mutually supportive land uses.

Policy LU.2.3. New development should protect cultural and natural resources and established wildlife corridors, where appropriate.

Policy LU.2.4. Utilize Low Impact Development (LID) strategies and stormwater best practices as part of the overall design for new development.

Policy LU.2.5. Plan Greenfield development within the rural context to encourage formal subdivisions with shared infrastructure instead of wildcat development, and to protect open spaces, and access to public lands.

- The rezoning of the property allows for an underutilized parcel to be developed providing additional housing for the citizens of Flagstaff.
- Development of the lofts will conform to the existing surrounding uses which are multi-family residential.
- The lofts will protect the view shed by only being two stories in height.
- The site has limited natural resources, the development focuses on preserving the stand of ponderosa trees located in the northwest corner of the site.
- A detention basin will be constructed on site with LID Volume at 24,200 C.F. and depth of 1.25'.

Applicable to all Land Uses Goals and Policies

Goal LU.3. Continue to enhance the region's unique sense of place within the urban, suburban, and rural context.

Policy LU.2.1. Within the urban, suburban, and rural context, use neighborhoods, activity centers, corridors, public spaces and connectivity as the structural framework for development.

Policy LU.3.3. Protect sensitive cultural and environmental resources with appropriate land uses and buffers.

Policy LU.3.4. Promote transitions between urban, suburban, and rural areas with an appropriate change in development intensity, connectivity, and open space.

Goal LU.4. Balance housing and employment land uses with the preservation and protection of our unique natural and cultural setting.

Policy LU.4.2 Utilize the following as guidance in the development process: Natural Environment maps, Environmental Planning and Conservation policies, Considerations for Development, Cultural Sensitivity and Historical Preservation maps, and Community Character policies, while respecting private property rights.

- Developer has reviewed the Regional Plan maps; natural resources are not impacted by this development.

Goal LU.5. Encourage compact development principles to achieve efficiencies and open space preservation.

Policy LU.5.1. Encourage development patterns within the designated growth boundaries to sustain efficient infrastructure projects and maintenance.

Policy LU.5.3. Promote compact development appropriate to and within the context of each area type: urban, suburban, and rural.

Policy LU.5.4. Encourage development to be clustered in appropriate locations as a means of preserving natural resources and open space, and to minimize service and utility costs, with such tools as Transfer of Development Rights (TDR).

Policy LU..5. Encourage the distribution of density within neighborhoods in relationship to associated activity centers and corridors, infrastructure, transportation, and natural constraints such as slopes and drainage.

Policy LU.5.6. Encourage the distribution of density with neighborhoods in relationship to associated activity centers and corridors, infrastructure, transportation, and natural constraints such as slopes and drainages.

- The proposal is to rezone the site to high-density residential to allow for the development of 139 units on the site. The development will preserve over 1.75 acres of open space.

Goal LU.6. Provide for a mix of land uses.

Policy LU.6.1. Consider a variety of housing types and employment options when planning new development and redevelopment projects.

Policy LU.6.2 Consider commercial core areas, corridors, activity centers, employment centers, research and development parks, special planning areas, and industrial uses appropriate place types and area types for employment opportunities.

- One-, two- and three-bedroom units will be constructed to provide a variety of housing options. 14 units will be designated as permanently affordable rental units.

- The project is located in a suburban activity center and located near commercial businesses and within a mile from I-40 for easy access to other employment centers throughout the city.

Goal LU.7 Provide for public services and infrastructure.

Policy LU.7.3 Require development proposals to address availability of adequate public services.

Goal LU.8. Balance future growth with available water resources.

Policy LU.8.1 Available water resources should be a consideration for all major development and subdivision applications.

Policy LU.8.2 Impacts on the City's water delivery infrastructure should be a consideration for all residential and nonresidential development proposals.

- The Project is within the urban growth boundary and has the ability to be served by City water and sewer utilities.
- All public services are available in this area. Emergency vehicles will have direct access to the Lofts at Continental off Cortland Boulevard. Service vehicles will have full mobility within the development with 26' drive isles.

Suburban Area Goals and Policies



Goal LU.13. (Suburban Area) Increase the variety of housing options and expand opportunities for employment and neighborhood shopping within all suburban neighborhoods.

Policy LU.13.1. Prioritize connectivity for walking, biking, and driving within and between surrounding neighborhoods.

Policy LU.13.2. Consider public transit connections in suburban development.

Policy LU.13.4. Plan suburban development to include a variety of housing options.

Policy LU.13.9. Use open space and FUTS trails to provide walking and biking links from residential uses to employment, shopping, schools, parks, community centers, and neighborhoods.

Policy LU.13.11. Promote cluster development as an alternative development pattern in appropriate locations as a means of preserving resources and to minimize service and utility costs.

- The Suburban Area Goals and Policies have been met with this development and have been identified throughout the General Plan Conformance Section.

Activity Centers and Commercial Corridors Goals and Policies

Goal LU.18. (Activity Center) Develop well designed activity centers and corridors with a variety of employment, business, shopping, civic engagement, cultural opportunities, and residential choices.

Policy LU.18.3. Redevelop underutilized properties, upgrade aging infrastructure, and enhance rights-of-way and public spaces so that existing activity centers and corridors can realize their full potential.

Policy LU.18.4. Encourage developers to provide activity centers and corridors with housing of various types and price points, especially attached and multi-family housing.

Policy LU. 18.5 Plan for and support multi-modal activity centers and corridors with an emphasis on pedestrian and transit friendly design.

Policy LU.18.6. Support increased densities within activity centers and corridors.

Policy LU.18.8. Increase residential densities, live-work units, and home occupations within the activity center's pedestrian shed.

Policy LU.18.13. Promote higher density development in targeted areas where economically viable and desired by the public.

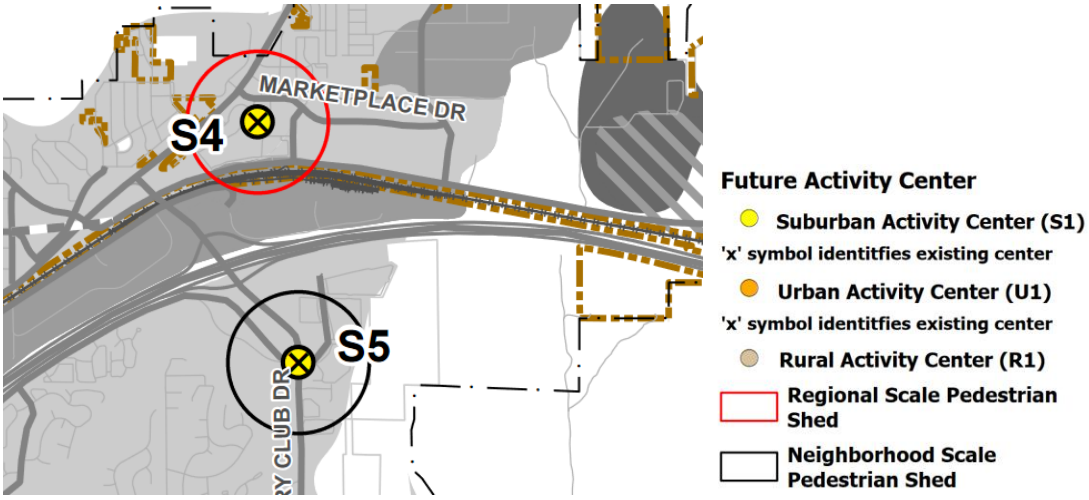
Policy LU.18.14. Endorse efficiency of infrastructure with compact development within targeted activity centers.

Policy LU.18.15. Actual pedestrian-shed boundaries will be established considering opportunities and constraints posed by natural and man-made barriers like terrain or the interstate, road networks, and existing development patterns.

Policy LU.18.18. New development within existing activity centers should enhance the existing street pattern to meet the goals and policies of the Regional Plan related to connectivity and complete streets.

- The Project is located within Suburban Activity Center S5 (Country Club Center – Country Club Dr. / Soliere Ave.).
- This Project adds valuable residential opportunities, including affordable units, near the center of an existing Activity Center.
- Development of this property will provide attainable housing close to employment opportunities and additional clientele support preexisting commercial uses in the Activity Center.
- With the extension of the urban trail across the Property, the residents of beyond the Project benefit from permanent access to the open space. The urban trail also provides a link to connect to the FUTS network providing alternate means of transportation.
- The rezoning would add valuable housing stock for the local workforce with a minor loss of research & development / light industrial.

- Flagstaff's Regional Plan and High Occupancy Housing Specific Plan acknowledge that Activity Centers are the most appropriate locations for more dense residential uses, particularly multi-family and attached housing.
- Activity centers encourage denser residential uses near the center. The current lay out of the Activity Center further underscores appropriateness of this project on this Property.
- The Project consists of 139 units in 25 buildings comprised of (2) 4 Plex's, (7) 5 Plex's (16) 6 Plex's. Use as higher density multi-family residences is consistent with four neighboring apartment developments.
- A more concentrated residential use in this area lessens the need for development towards the peripheral of the urban growth boundary.



Excerpt Flagstaff Regional Plan Map 24: Activity Center

Chapter X-Transportation

Mobility and Access Goals and Policies

Goal T.1. Improve mobility and access throughout the region.

Policy T.1.1. Integrate a balanced, multimodal, regional transportation system.

Policy T.1.5. Manage the operation and interaction of all modal systems for efficiency, effectiveness, safety, and to best mitigate traffic congestion.

Environmental Considerations Goals and Policies

Goal T.3. Provide transportation infrastructure that is conducive to conservation, preservation, and development goals to avoid, minimize, or mitigate impacts on the natural and built environment.

Policy T.3.1. Design and assess transportation improvement plans, projects, and strategies to minimize negative impacts on air quality and maintain the region's current air quality.

Policy T.3.3. Couple transportation investments with desired land use patterns to enhance and protect the quality and livability of neighborhoods, activity centers, and community places.

Policy T.3.7. Design transportation infrastructure to mitigate negative impacts on plants, animals, their habitats, and linkages between them.

Quality Design Goals and Policies

Goal T.4. Promote transportation infrastructure and services that enhance the quality of life of the communities within the region.

Policy T.4.1. Promote context sensitive solutions (CSS) supportive of planned land uses, integration of related infrastructure needs and desired community character elements in all transportation investments.

Automobile Goals and Policies

Policy T.8.1. Promote efficient transportation connectivity to major trade corridors, employment centers, and special districts that enhances the region's standing as a major economic hub.

- The location of project meets Regional Plan goals by tying in to current existing energy efficient alternative transportation systems, namely the Flagstaff Urban Trail System (FUTS) and bus routes for NAIPTA (Northern Arizona Intergovernmental Public Transportation Authority).
- NAIPTA bus stops for Route 3 (Green line) are approximately 3/10 mile from the Project.
- Route 3 provides service (without a transfer) to three schools en route to the Downtown Connection Center via Soliere and Butler.[1] The route also provides a deviation on school days to accommodate the student riders. Heading east, Route 3 ends at the Mall Connection Center near the employment and shopping opportunities in the vicinity.[2]
- Located near the I-40 exchange, Project residents will have easy access to other parts of Flagstaff while bypassing traffic congestion on surface streets.
- Heading north on Country Club Dr. also provides a quick drive to the Nestle Purina factory (which employs 300 people[3]).
- Flagstaff Mall is approximately 2.5 miles from the Project, and other employment opportunities along Marketplace Drive.
- In the event the Northern Arizona Healthcare Health Village is approved near Fort Tuthill, I-40 provides a smooth commute for employees and users of the medical center.
- The extension of the Flagstaff Urban Trail through the project will provide access to the adjacent Flagstaff Open Space and Future Regional Park extending the muti-modal transportation throughout Flagstaff.
- Sidewalks connect to the existing sidewalks along Cortland Boulevard.

[1] https://mountainline.az.gov/wp-content/uploads/2020/02/Mountain-line-System-Map-web.pdf, accessed June 21, 2021.

[3] https://www.nestlepurinacareers.com/locations/flagstaff/ accessed June 20, 2021.

- 16 bicycle racks are provided throughout the development to encourage alternative modes of transportation.
- A 45' public right-of-way will be granted to the City of Flagstaff for the future expansion of the road to provide access for the Public to the future Regional Park and City of Flagstaff Open Space.

Chapter XIII-Neighborhoods, Housing, & Urban Conservation

Neighborhoods, Housing, and Urban Conservation Goals and Policies

Goal NH.1. Foster and maintain healthy and diverse urban, suburban, and rural neighborhoods in the Flagstaff region.

Policy NH.1.1. Preserve and enhance existing neighborhoods

Policy NH.1.3. Interconnect existing and new neighborhoods through patterns of development, with complete streets, sidewalks, and trails.

Policy NH.1.4. Foster points of activities, services, increased densities, and transit connections in urban and suburban neighborhoods.

- An urban trail will be dedicated to the City of Flagstaff adding to the FUTS trail network.
- Sidewalks within the development connect with the existing sidewalks along Cortland BLVD.

Goal NH.3. Make available a variety of housing types at different price points, to provide housing opportunity for all economic sectors.

Policy NH.3.1. Provide a variety of housing types throughout the City and region, including purchase and rental options, to expand the choices available to meet the financial and lifestyle needs of our diverse population.

Policy NH.3.5. Encourage and incentivize affordable housing.

- The development will consist of 25 buildings, (2) 4 Plex's, (7) 5 Plex's, and (16) 6 Plex's, a total of 139 units with a mix of one bedroom, two bedroom and three bedrooms to fit the needs of the community.
- 14 of the units will remain permanently affordable and comply with the City of Flagstaff Affordability Plan.

Goal NH.4. All housing is safe and sanitary.

Policy NH.4.3. Address accessibility issues and other housing barriers to person with disabilities or special needs.

Policy NH.4.4. Encourage green practices in housing construction and rehabilitee that support durable, healthy, and energy-efficient homes.

Policy NH.4.6. Consider and integrate public transportation, when possible, in planning housing developments, to help reduce a household's transportation costs and minimize impact on the community's roads and transportation system.

- All units will be ADA accessible by having a unit on the ground floor.
- All units will be Energy Star Certified. Refer to Chapter VII Energy.
- NAIPTA bus stop is within ¾ mile of the project. Refer to Chapter X Transportation

Goal NH.6. Neighborhood conservation efforts of revitalization, redevelopment, and infill are compatible with and enhance our overall community character.

Policy NH.6.1. Promote quality redevelopment and infill projects that are contextual with surrounding neighborhoods. When planning for redevelopment, the needs of existing residents should be addressed as early as possible in the development process.

Policy NH.6.2. Use urban conservation tools to revitalize existing underutilized activity centers to their potential.

- Within the Activity Center, the Project is located on a vacant parcel encircled by pre-existing neighborhoods, the interstate, and commercial uses which limit the size of the development that it can accommodate.
- While the property is not in a neighborhood, the property is considered part of the activity centers pedestrian shed and so it is consistent with the character of high-density residential dwellings.
- Use for industrial and highway commercial purposes (under current zoning) may be non-objectionable to the current commercial neighbors. However, the residents in the adjacent apartment communities may appreciate the extension of the residential character and uses, particularly when a permanent access to open space is provided.

Chapter XIV-Economic Development

Activity Centers Goals and Policies

Goal ED.8. Promote the continued physical and economic viability of the region's commercial districts by focusing investment on existing and new activity centers.

No policies for this goal.

Redevelopment and Infill Goals and Policies

Goal ED.9. Promote redevelopment and infill as a well-established means to accomplish a variety of community economic, planning, and environmental goals.

No policies for this goal.

Developer acknowledges that the preservation of employment centers and commercial opportunities is part of the Regional Plan. The benefits of granting the requested rezoning far outweigh the minor loss of highway commercial and light industrial zoned property.

- The rezoning does not deplete the Activity Center of future commercial options.
- Developer is not seeking to rezone the "remainder parcel" which will keep its Highway Commercial zoning.
- Another large area zoned Highway Commercial remains on the east side of Country Club Blvd Near the heart of the Activity Center.[4]
- Access to the site is off Cortland Boulevard tucked behind other residential uses making residential development a preferred use over commercial development at this site.
- The Regional Plan suggests residential uses fill in behind commercial ones as moving out from the core of the Activity Center.
- If developed as commercial, the present residents will be sandwiched between commercial.
- Residential development limits traffic to the surrounding residents.
- Commercial development would increase the commercial/freight traffic residents are currently spared.



EXCERPT FROM ONLINE CITY OF FLAGSTAFF

Chapter XV-Recreation

Recreation Goals and Policies

Goal REC 1. Maintain and grow the region's healthy system of convenient and accessible parks, recreation facilities, and trails.

Policy REC.1.1 Integrate active and passive recreational sites within walking distance throughout the region to promote a healthy community for all City and County residents and visitors.

Policy REC.1.2 Promote public and private partnerships to offer parks, recreational facilities, and resources.

- 70 acres of city open space are adjacent to the development. Residents will have direct access to the open space via the urban trail that will be constructed on site.
- Dedication of 45' of future right-of-way will provide access for the public to the future regional park and city open space.

[4] Map available at https://gis.flagstaffaz.gov/portal/apps/sites/#/opendata/app/e875b6af210e466095227070ee2ccc94, accessed June 21, 2021.

FINDINGS FOR ZONING MAP AMENDMENT

Pursuant to Section 10-20.50.040 of the Zoning Code, an amendment to the Zoning Map may be approved if all the following findings are made, as applicable to the type of amendment:

1. The proposed amendment is consistent with and conforms to the goals of the Regional Plan.
2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City and will add to the public good as described in the General Plan; and
3. The affected site is physically suitable in terms of design, location, shape, size, operating characteristics and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Developer has demonstrated that the Project meets the requirements for a Zoning Map Amendment and requests that the City approve the Zoning Map Amendment for the property to High Density Residential to allow for the multi-family development of 139 units which will provide additional housing to the residents of Flagstaff.

COVER SHEET
AND
PROJECT INFORMATION
FOR
THE LOFTS at CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8,
TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

MIRAMONTE HOMES

PROJECT INFORMATION

PROJECT NAME:	THE LOFTS AT CONTINENTAL
PROJECT LOCATION:	5531 E. CORTLAND BLVD. PER COCONINO COUNTY GIS
APN NUMBER:	113-37-001E
TOTAL ACREAGE OF APN: 113-37-001E:	19.26462± (839,167 S.F.)
	MINUS
UNIMPROVED R.O.W. ACREAGE: (45' R.O.W. - FUTURE CONSTRUCTION BY THE CITY OF FLAGSTAFF):	1.73973± (75,783 S.F.)
IMPROVED R.O.W. ACREAGE: (CUL-DE-SAC AT END OF CORTLAND - TO BE BUILT BY DEVELOPER):	0.52856± (23,024 S.F.)
REMNANT PARCEL ACREAGE: (WESTERN PARCEL - NOT A PART OF THIS PROJECT):	5.76756± (251,235 S.F.)
	EQUALS
DEVELOPED ACREAGE:	11.22874± (489,124 S.F.)
TOTAL NUMBER OF UNITS:	139
UNITS PER ACRE:	139 UNITS / 11.22874 AC. = 12.38± (UNITS / DEVELOPED ACREAGE)
TOTAL NUMBER OF BUILDINGS:	25 (2) 4 PLEX's (7) 5 PLEX's (16) 6 PLEX's
REGIONAL PLAN DESIGNATION:	SUBURBAN EXISTING
OPEN SPACE TYPE:	COMMON
CURRENT ZONING DISTRICT:	(HC) HIGHWAY COMMERCIAL (LI-O) LIGHT INDUSTRIAL OPEN (RD) RESEARCH & DEVELOPMENT
PROPOSED ZONING DISTRICT:	(HR) HIGH DENSITY RESIDENTIAL
CURRENT USE:	VACANT
PROPOSED USE:	APARTMENTS
LOCATED WITHIN R.P.O. ZONE:	YES
PROPERTY OWNER:	MONGINI & SELNA CHILDRENS IRREVOCABLE LIVING TRUST P.O. BOX 35 JEROME AZ, 86331 (928) 699-4381
DEVELOPER:	MIRAMONTE HOLDINGS, LLC 2502 E. RIVER ROAD TUCSON, AZ. 85718 (928) 774-0028

PRELIMINARY
NOT FOR CONSTRUCTION
OR RECORDING

SHEET 1 OF 1

THE LOFTS
at CONTINENTAL
COVER SHEET & PROJECT INFORMATION MES# 20356
7/29/21

Mogollon Inc
ENGINEERING
&SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

DATE: 7/29/21
DESIGNED BY: MME
DRAWN BY: MME
CHECKED BY: RDB
PROJECT NO. 20356
FN: COVER SHEET
VERT. SCALE: N/A
HOR. SCALE: 1"=400'
REVISIONS:

COF PROJECT No. PZ-20-00183

VICINITY MAP
FOR
THE LOFTS at CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8,
TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

MIRAMONTE HOMES



SCALE: 1"=400'

0 200 400 800

PRELIMINARY
NOT FOR CONSTRUCTION
OR RECORDING

SHEET 1 OF 1

THE LOFTS at CONTINENTAL
COLOR VICINITY MAP
7/29/21
MES# 20356

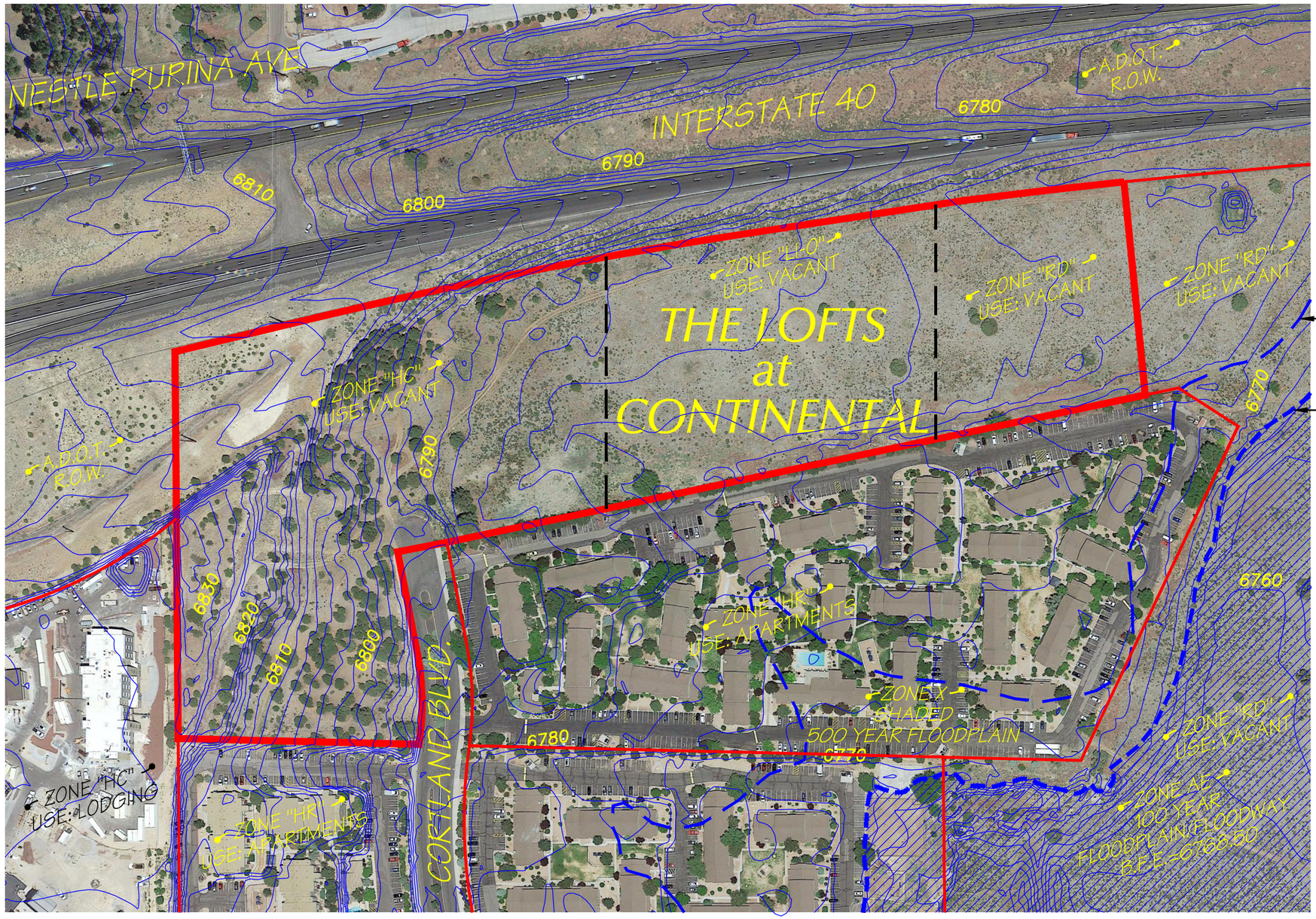
Mogollon Inc
ENGINEERING & SURVEYING
411 W Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

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CHECKED BY: RDB | HOR SCALE: 1"=400'

COF PROJECT No. PZ-20-00183

CONTEXT ANALYSYS MAP

MIRAMONTE HOMES



500 YEAR FLOODPLAIN/FLOODWAY LIMITS PER DFIRM

100 YEAR FLOODPLAIN/FLOODWAY LIMITS PER DFIRM

SCALE: 1"=200'

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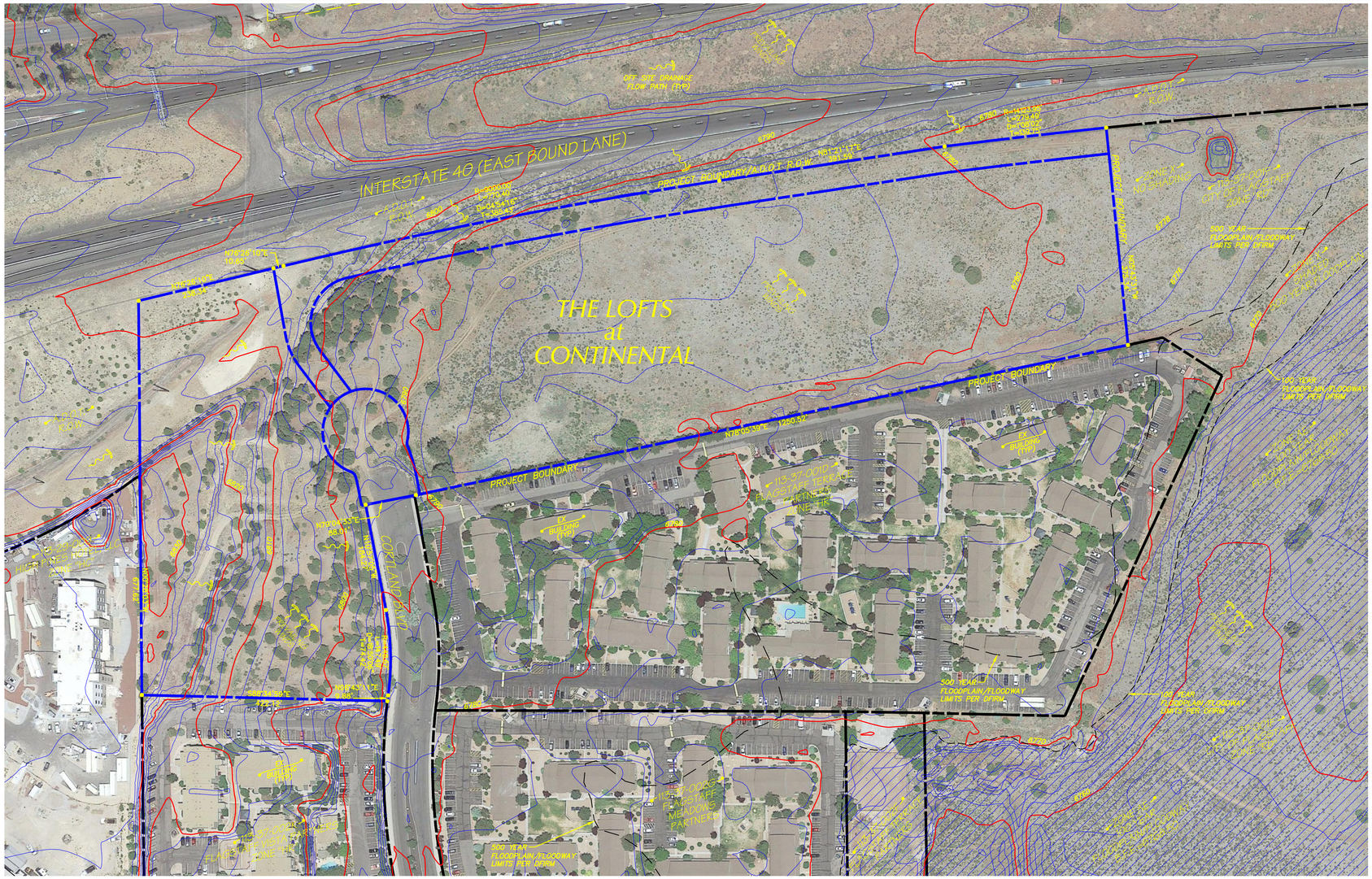
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THE LOFTS at CONTINENTAL
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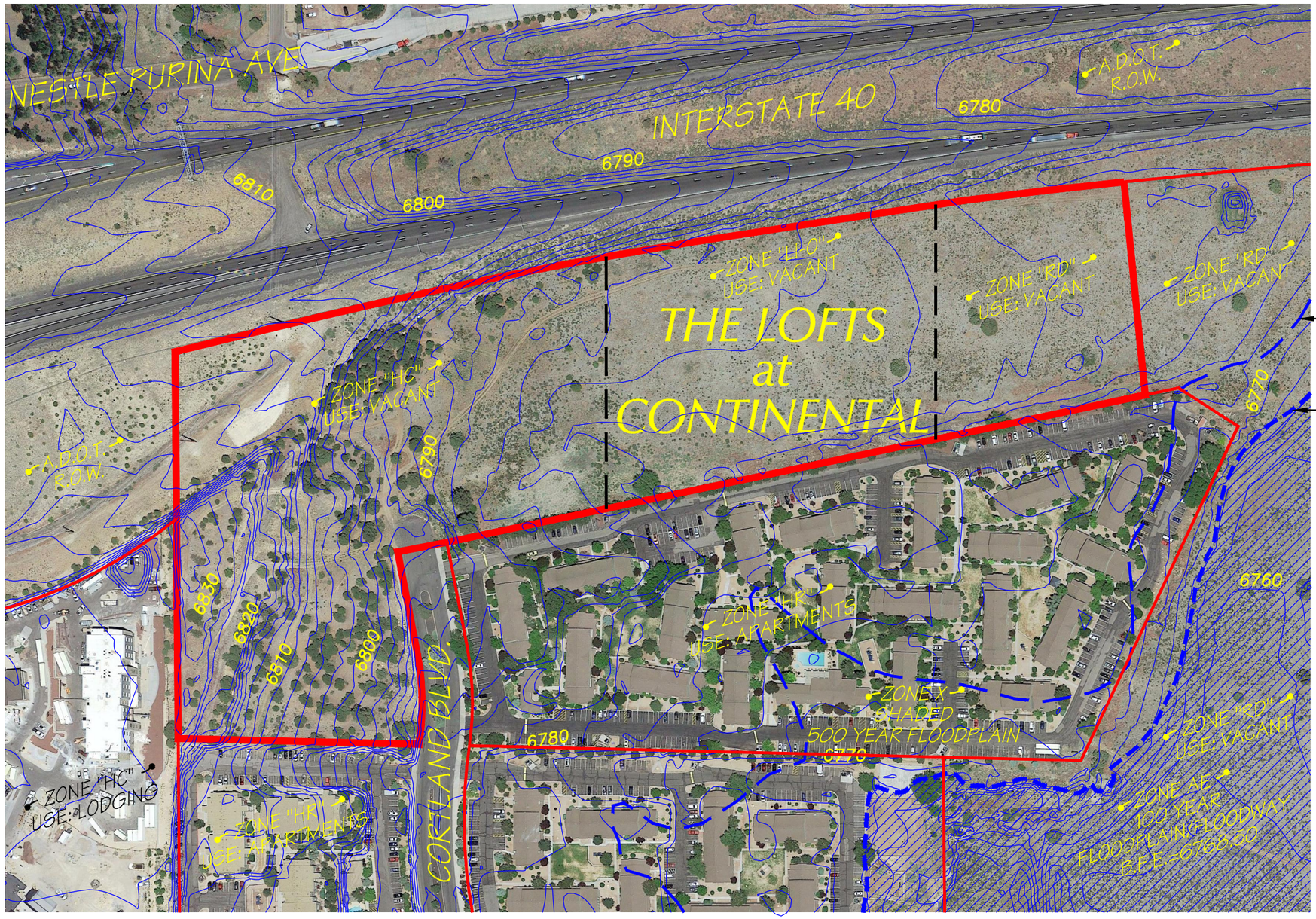
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COF PROJECT No. PZ-20-00183


INTERSTATE 40 (EAST BOUND LANE)
OFF-SITE DRAINAGE FLOW PATH (TYP.)
PROJECT BOUNDARY
THE LOFTS at CONTINENTAL
PROJECT BOUNDARY
N16°05'39"E 1460.52'
CORTLAND BLVD
EX. BUILDING (TYP.)
113.37' ROAD FLAGSTAFF MEADOWS PARTNERS
500' REACH FLOODPLAIN/FLOODWAY LIMITS PER DFIRM
500' REACH FLOODPLAIN/FLOODWAY LIMITS PER DFIRM

CONTEXT ANALYSYS MAP

MIRAMONTE HOMES



500 YEAR FLOODPLAIN/FLOODWAY LIMITS PER DFIRM

100 YEAR FLOODPLAIN/FLOODWAY LIMITS PER DFIRM

SCALE: 1"=200'

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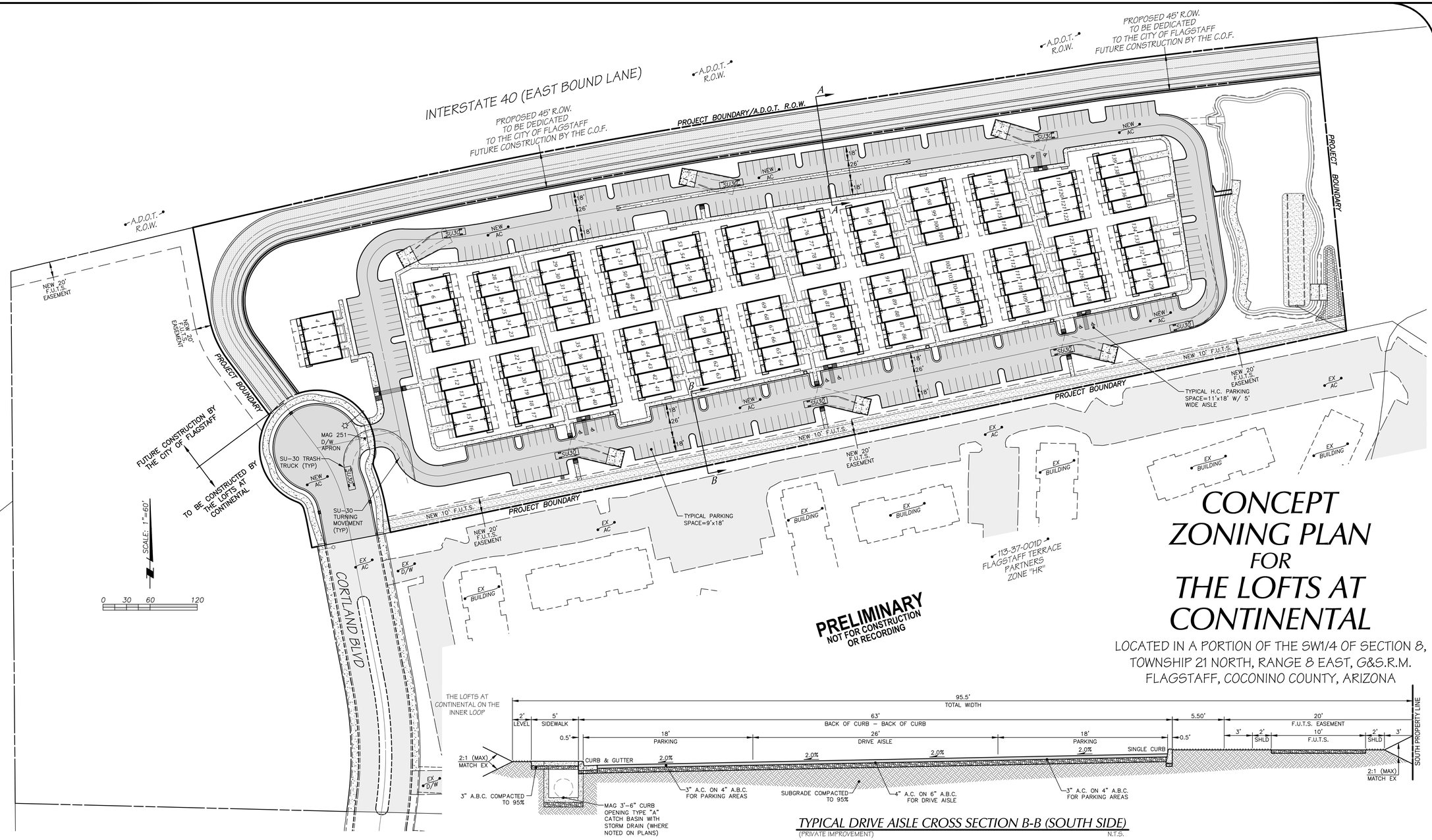
SHEET 1 OF 1

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CHECKED BY: RDB | HOR. SCALE: 1"=200'

COF PROJECT No. PZ-20-00183

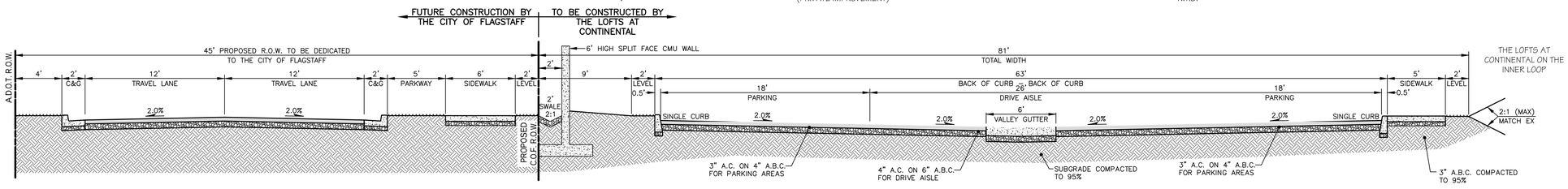


CONCEPT ZONING PLAN FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

TYPICAL DRIVE AISLE CROSS SECTION B-B (SOUTH SIDE)

(PRIVATE IMPROVEMENT) N.T.S.



TYPICAL DRIVE AISLE CROSS SECTION A-A (NORTH SIDE)

(PRIVATE IMPROVEMENT) N.T.S.

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING

SHEET NO. 4 OF 11

COF PROJECT # PZ-20-00183

CONCEPT-4

Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

THE LOFTS AT CONTINENTAL 7/29/21
CONCEPT ZONING PLAN
PROPOSED ACCESS & VEHICULAR CIRCULATION MES# 20356

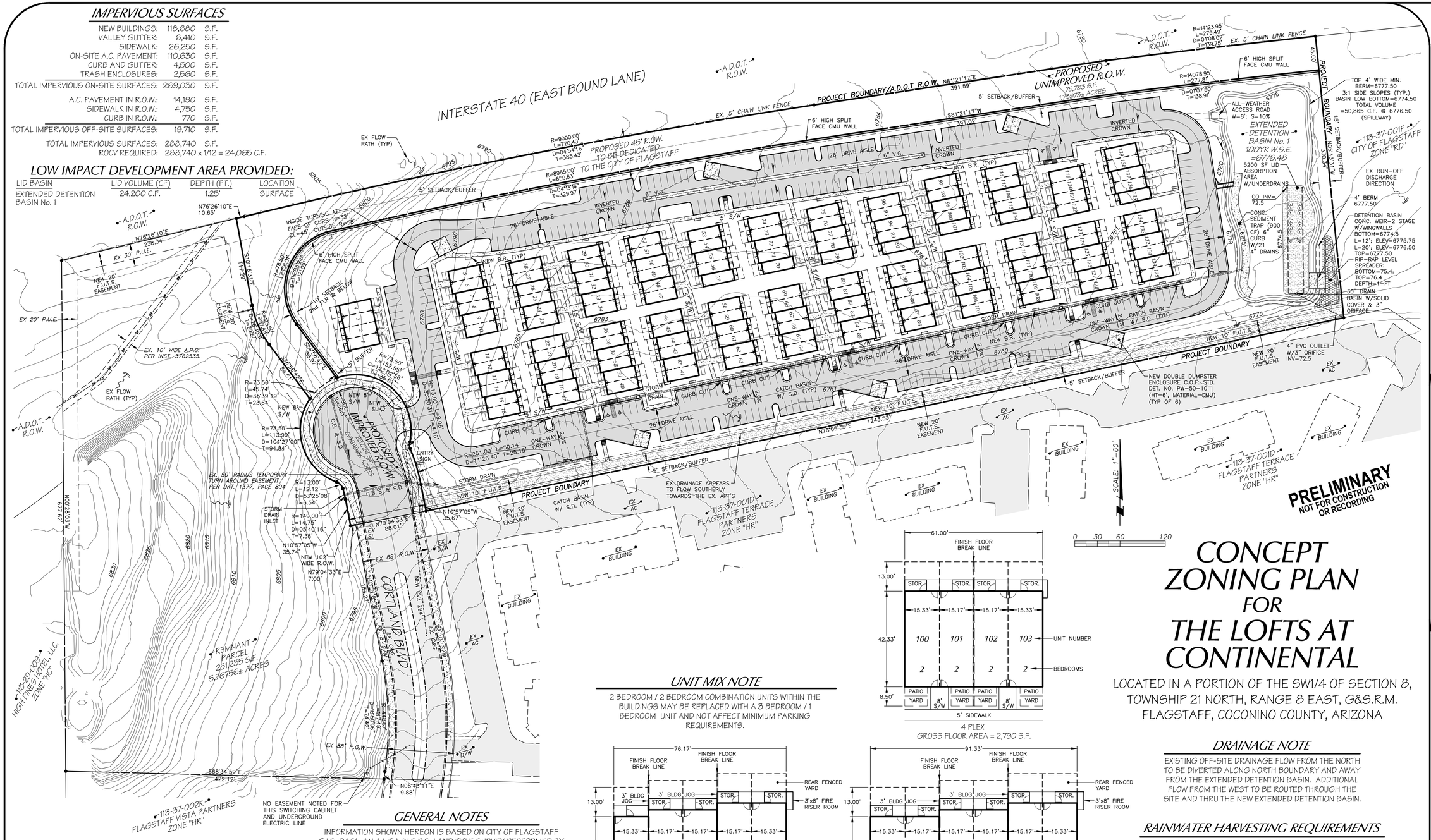
DATE: 7/29/21 | REVISIONS:
DESIGNED BY: MME | PROJECT NO. 20356
DRAWN BY: MME | FN: SHEET-04.DWG
CHECKED BY: KVH/RDS | VERT SCALE: N/A | HOR SCALE: 1"=60'

IMPERVIOUS SURFACES

NEW BUILDINGS:	118,680	S.F.
VALLEY GUTTER:	6,410	S.F.
SIDEWALK:	26,250	S.F.
ON-SITE A.C. PAVEMENT:	110,630	S.F.
CURB AND GUTTER:	4,500	S.F.
TRASH ENCLOSURES:	2,560	S.F.
TOTAL IMPERVIOUS ON-SITE SURFACES:	269,030	S.F.
A.C. PAVEMENT IN R.O.W.:	14,190	S.F.
SIDEWALK IN R.O.W.:	4,750	S.F.
CURB IN R.O.W.:	770	S.F.
TOTAL IMPERVIOUS OFF-SITE SURFACES:	19,710	S.F.
TOTAL IMPERVIOUS SURFACES:	288,740	S.F.
ROCV REQUIRED:	288,740 x 1/12 = 24,065 C.F.	

LOW IMPACT DEVELOPMENT AREA PROVIDED:

LID BASIN	LID VOLUME (CF)	DEPTH (FT.)	LOCATION
EXTENDED DETENTION BASIN No. 1	24,200 C.F.	1.25'	SURFACE



CONCEPT ZONING PLAN FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

UNIT COUNT and PARKING INFORMATION

PARKING CALCULATIONS:	TOTAL No. OF UNITS		PARKING REQUIRED PER UNIT		PARKING SPACES
STUDIO UNITS:	0	x	1.25		0
ONE BEDROOM UNITS:	30	x	1.5		45
TWO BEDROOM UNITS:	79	x	2		158
THREE BEDROOM UNITS:	30	x	2		60
TOTAL UNITS:	139				263
VISITOR PARKING:	0.25/EACH 2+ BEDROOM = 109 x 0.25 = 27.25 (27)				
REQUIRED PARKING:	290 SPACES REQUIRED				
TOTAL AUTOMOBILE PARKING PROVIDED:	290 (INCLUDING 8 H.C. SPACES)				
TOTAL BICYCLE PARKING PROVIDED:	0.05 x 290 = 14.5 (15 SPACES PROVIDED)				

GENERAL NOTES

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

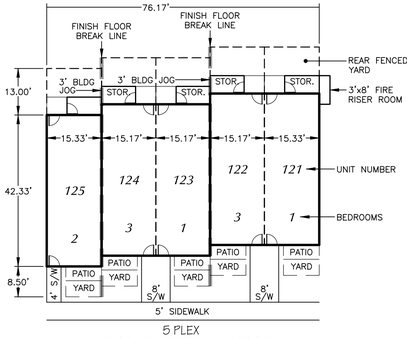
GRADING NOTE

PROPOSED SITE GRADING SHALL BE IN ACCORDANCE WITH CITY OF FLAGSTAFF ENGINEERING STANDARDS AND THE RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT. OVERALL SITE IS TO BE GRADED TO DRAIN TO THE PROPOSED DETENTION BASIN & STORM WATER CONVEYANCES WILL BE DESIGNED and CONSTRUCTED IN ACCORDANCE WITH CITY OF FLAGSTAFF STORM WATER STANDARDS.

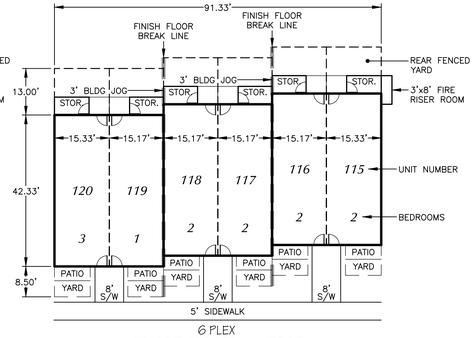
UNIT MIX NOTE

2 BEDROOM / 2 BEDROOM COMBINATION UNITS WITHIN THE BUILDINGS MAY BE REPLACED WITH A 3 BEDROOM / 1 BEDROOM UNIT AND NOT AFFECT MINIMUM PARKING REQUIREMENTS.

4 PLEX
GROSS FLOOR AREA = 2,790 S.F.



5 PLEX
GROSS FLOOR AREA = 3,465 S.F.



6 PLEX
GROSS FLOOR AREA = 4,177 S.F.

PRELIMINARY BUILDING FOOTPRINTS
SCALE: 1"=20'

DRAINAGE NOTE

EXISTING OFF-SITE DRAINAGE FLOW FROM THE NORTH TO BE DIVERTED ALONG NORTH BOUNDARY AND AWAY FROM THE EXTENDED DETENTION BASIN. ADDITIONAL FLOW FROM THE WEST TO BE ROUTED THROUGH THE SITE AND THRU THE NEW EXTENDED DETENTION BASIN.

RAINWATER HARVESTING REQUIREMENTS

USE ALL NATIVE/DROUGHT TOLERANT PLANTS IN COMPLIANCE WITH COF LANDSCAPING STANDARDS AND UTILIZE PASSIVE RAINWATER HARVESTING.

CLEAR VIEW ZONES

POSTED SPEED LIMIT = 25
DESIGN SPEED = 25 MPH (COMMERCIAL LOCAL)
14.5' FROM MAJOR ROAD TRAVEL WAY

CASE B1 LEFT TURN FROM MINOR
I.S.D. TO LEFT = 1.47(25)(7.5+0.5)=294'

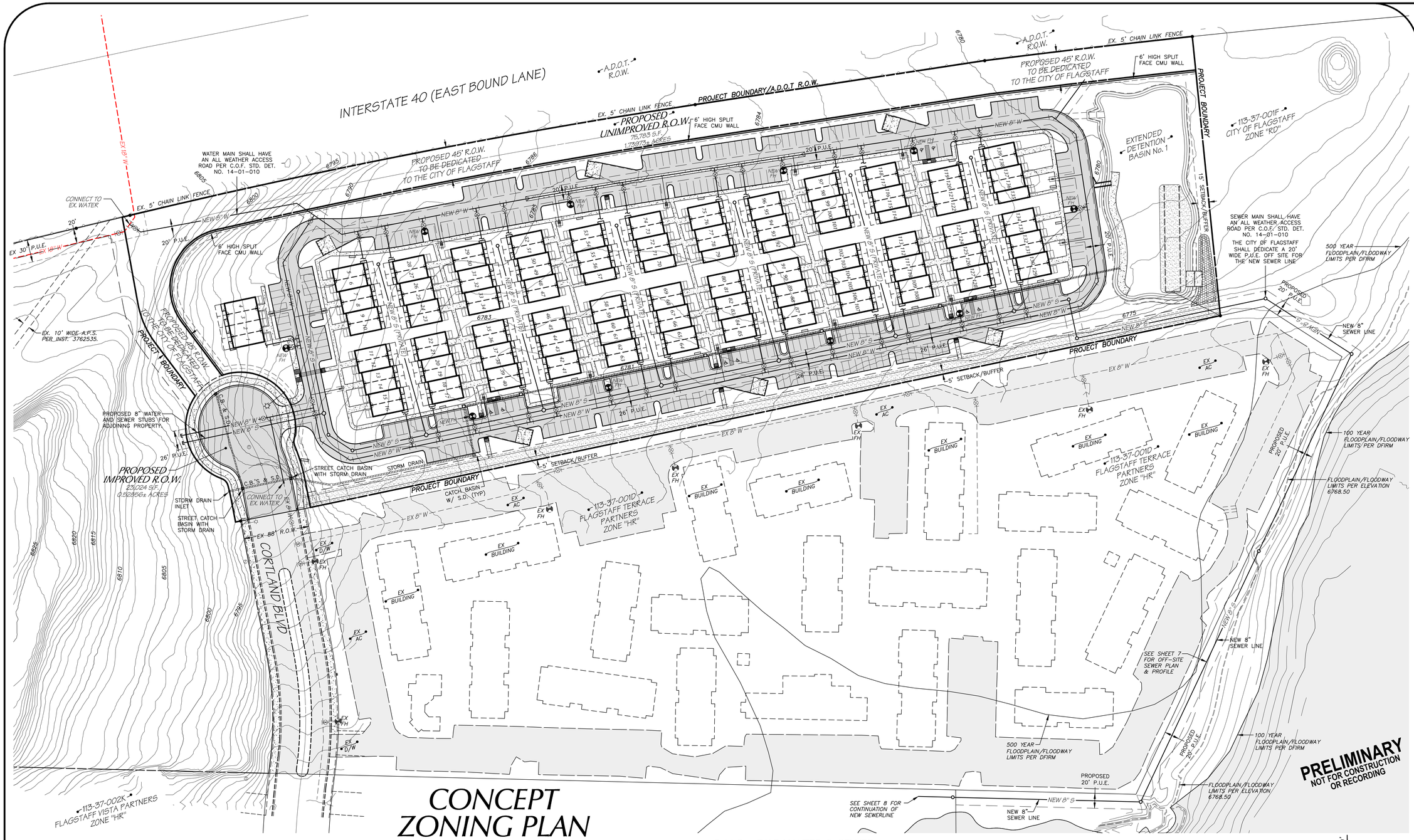
PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

THE LOFTS AT CONTINENTAL
CONCEPT ZONING PLAN
PRELIMINARY GRADING & DRAINAGE
7/29/21
MES# 20356

DATE: 7/29/21 | PROJECT NO. 20356 | REVISIONS:
DESIGNED BY: MKE | FN: SHEET-05.DWG
DRAWN BY: MKE | VERT SCALE: N/A | HOR SCALE: 1"=60'
CHECKED BY: KVH/RDS



CONCEPT ZONING PLAN FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

P.U.E.'s FOR WATER & SEWER

EASEMENTS ARE NOT FULLY LABELED FOR CLARITY:
(2) UTILITY LINES = 26' WIDE P.U.E.
(1) UTILITY LINE = 20' WIDE P.U.E.
FIRE HYDRANT LINES = 6' WIDE P.U.E. EXTENDED 3' BEYOND F.H.
WATER METER = 6' WIDE P.U.E. EXTENDED 3' BEYOND W.M.

PUBLIC WATER & SEWER MAINS

ALL NEW 8" WATER & SEWER MAINS SHALL BE PUBLIC.

WATER & SEWER SERVICES

ALL NEW SEWER SERVICES SHALL BE 4" MINIMUM AND ALL NEW WATER SERVICES SHALL BE A 1". FIRE SPRINKLER LINE SIZE SHALL BE DETERMINED.

FIRE PREVENTION

A NFPA 13R FIRE SPRINKLER SYSTEM IS REQUIRED FOR THIS PROJECT.

BACKFLOW PREVENTION

BACKFLOW PREVENTION SHALL BE IN ACCORDANCE WITH CITY CODE SECTION 7-03-001-0015

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

THE LOFTS AT CONTINENTAL
CONCEPT ZONING PLAN
PROPOSED UNDERGROUND UTILITIES
7/29/21
MES# 20356

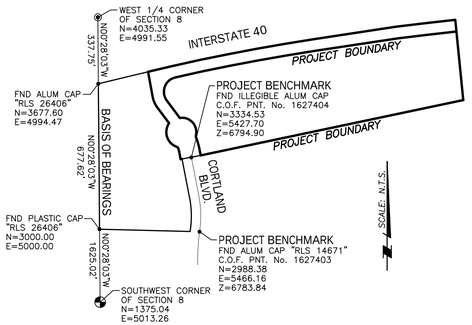
Mogollon Inc ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

DATE: 7/29/21
DESIGNED BY: MNE
DRAWN BY: MNE
CHECKED BY: KVH/RDS
PROJECT NO. 20356
FN: SHEET-06.DWG
VERT SCALE: N/A
HOR SCALE: 1"=60'
REVISIONS:

SHEET NO. 6 OF 11

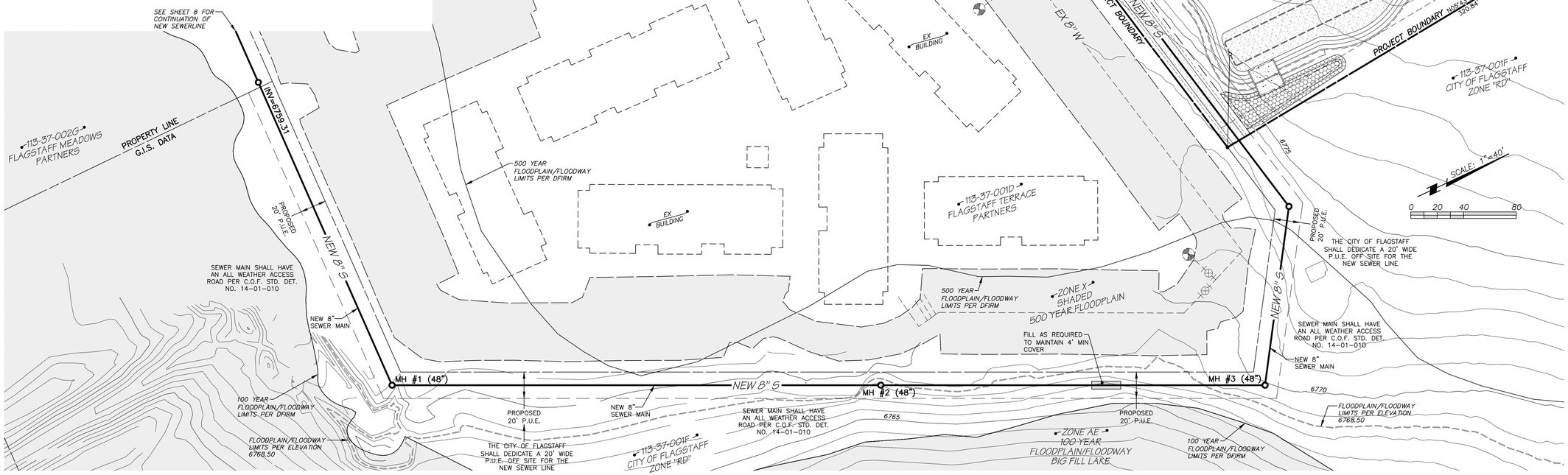
CONCEPT-4

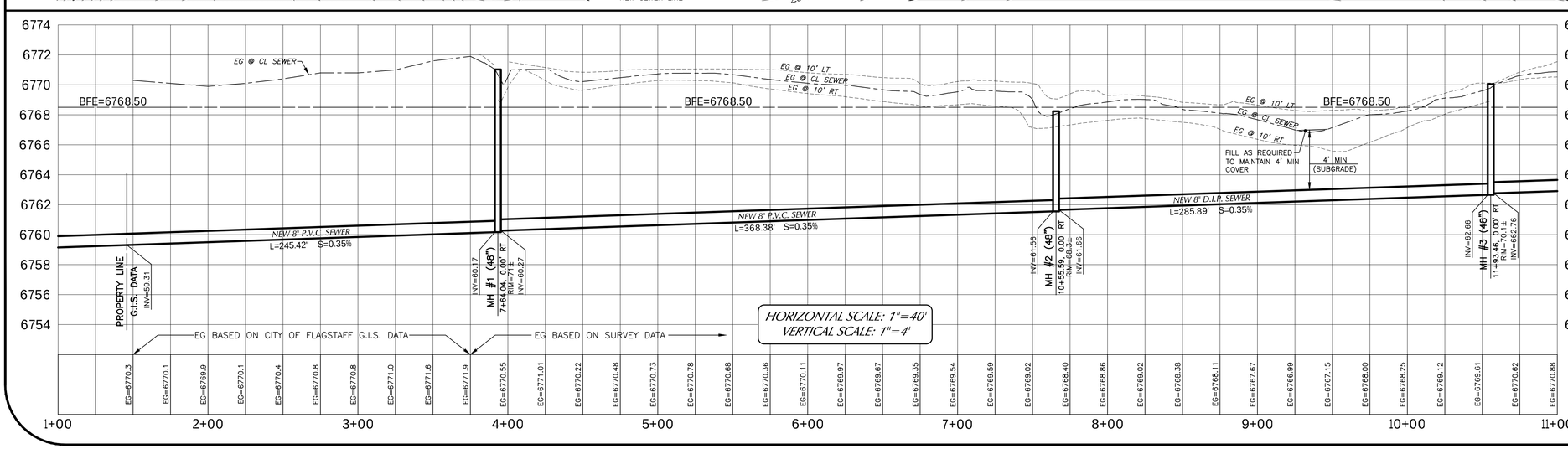
COF PROJECT # PZ-20-00183



SURVEY CONTROL - BASIS OF BEARINGS & BENCHMARKS

N.T.S.





PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

CONCEPT ZONING PLAN FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

SHEET NO. 7 OF 11

CONCEPT-4

COF PROJECT # PZ-20-00183

THE LOFTS AT CONTINENTAL
CONCEPT ZONING PLAN
PROPOSED OFF-SITE SEWER (NORTH)
7/29/21
MES# 20356

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 7/29/21
DESIGNED BY: MME
DRAWN BY: MME
CHECKED BY: KVH/RDS
REVISIONS:
PROJECT NO. 20356
FN: SHEET-07.DWG
VERT SCALE: 1"=4'
HOR SCALE: 1"=40'

CONCEPT ZONING PLAN FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

SCALE: 1"=60'

0 30 60 120



INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

CONCEPT-4

COF PROJECT # PZ-20-00183

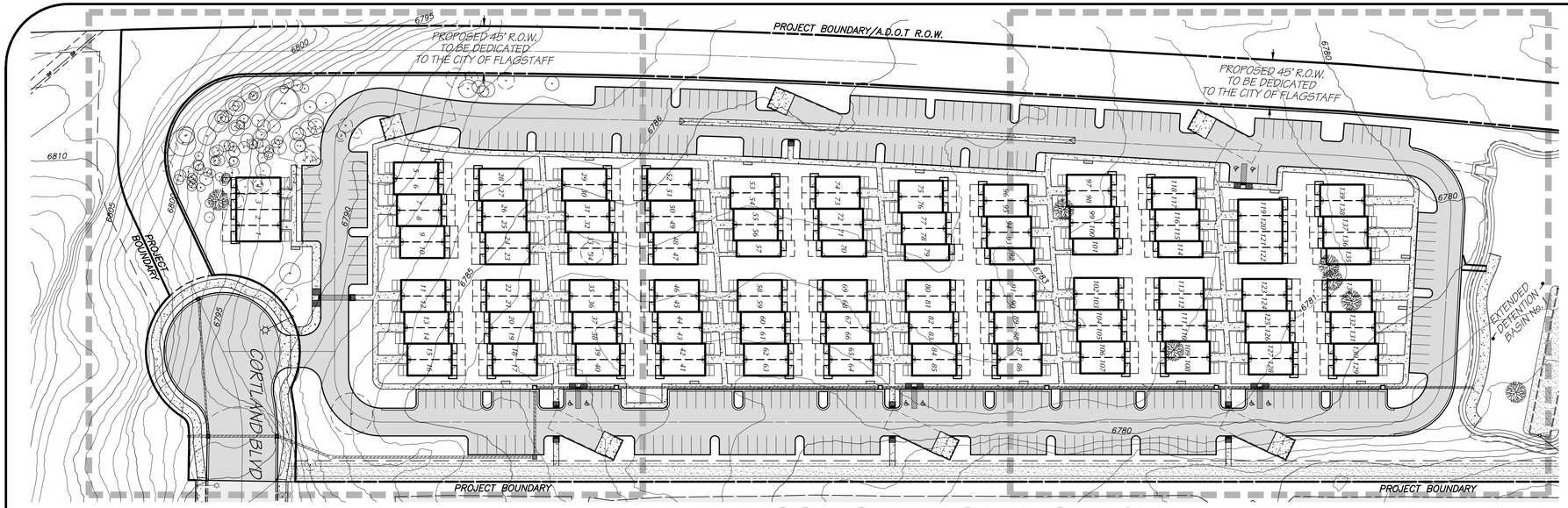
THE LOFTS AT CONTINENTAL
CONCEPT ZONING PLAN
PROPOSED OFF-SITE SEWER (SOUTH)
7/29/21
MES#20356

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 7/29/21	PROJECT NO. 20356
DESIGNED BY: TME	F.N. SHEET-08.DWG
DRAWN BY: RME	VERT SCALE: 1"=4'
CHECKED BY: KVU/RDB	HOR SCALE: 1"=60'

REVISIONS:



SCALE: 1"=80'

0 30 60 120

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

SEE ENLARGEMENT BELOW FOR THE WESTERLY PORTION OF THE PROJECT

SEE ENLARGEMENT BELOW FOR THE EASTERLY PORTION OF THE PROJECT

CONCEPT ZONING PLAN
FOR
THE LOFTS AT CONTINENTAL

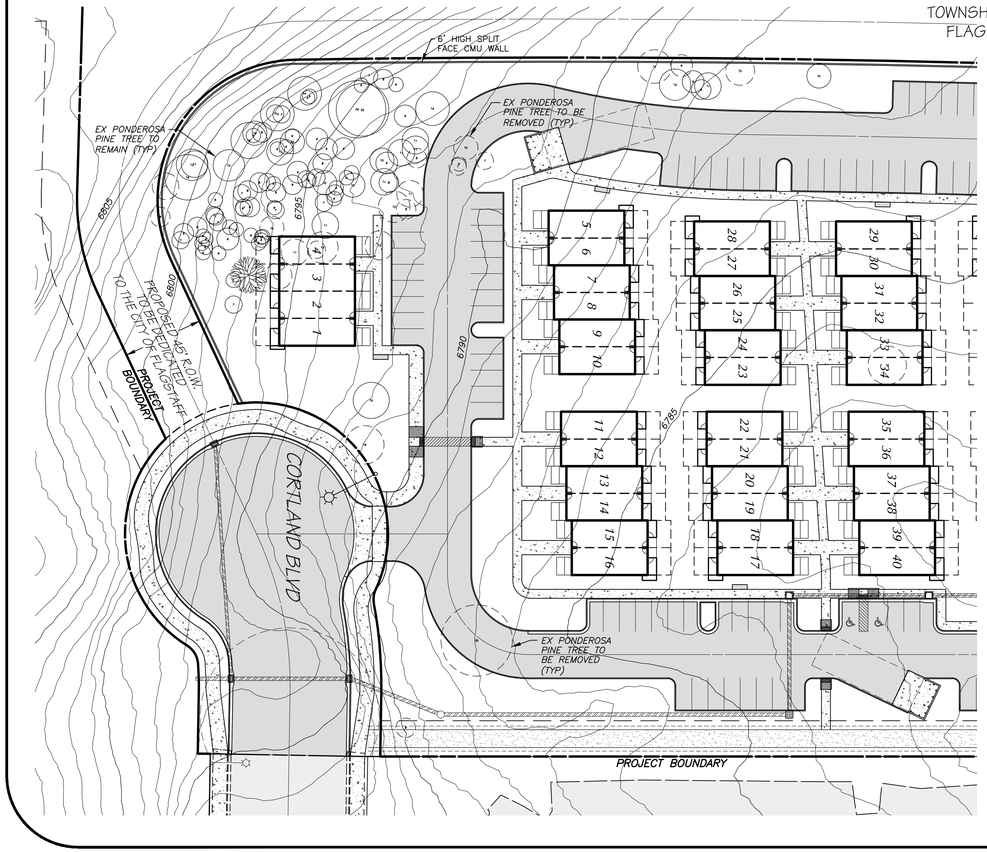
LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

URBAN / RURAL FLOODPLAIN

THERE IS NO RURAL OR URBAN FLOOD PLAIN LOCATED ON THIS SITE

PRELIMINARY LANDSCAPE CALCULATIONS

STREET BUFFER:	227 L.F / 25 = 9 P.U.
PERIPHERAL BUFFER:	3,136 L.F. / 25 = 125 P.U.
BUILDING FOUNDATION 4 PLEX:	482 L.F. / 25 = 19 P.U.
BUILDING FOUNDATION 5 PLEX:	1,995 L.F. / 25 = 80 P.U.
BUILDING FOUNDATION 6 PLEX:	5,200 L.F. / 25 = 208 P.U.
PARKING:	290 / (8 / 2) = 73 P.U.
TOTAL PLANT UNITS (P.U.):	514 P.U.
PLANT UNIT:	1 TREE, 2 SHRUBS & 2 GROUNDCOVER
NUMBER OF TREES REQUIRED:	514
NUMBER OF SHRUBS REQUIRED:	1,028
NUMBER OF GROUNDCOVERS REQUIRED:	1,028



PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SCALE: 1"=40'

0 20 40 80

THERE ARE NO RESOURCES TO BE PROTECTED IN THE MIDDLE OF THE SITE

RESOURCE PROTECTION

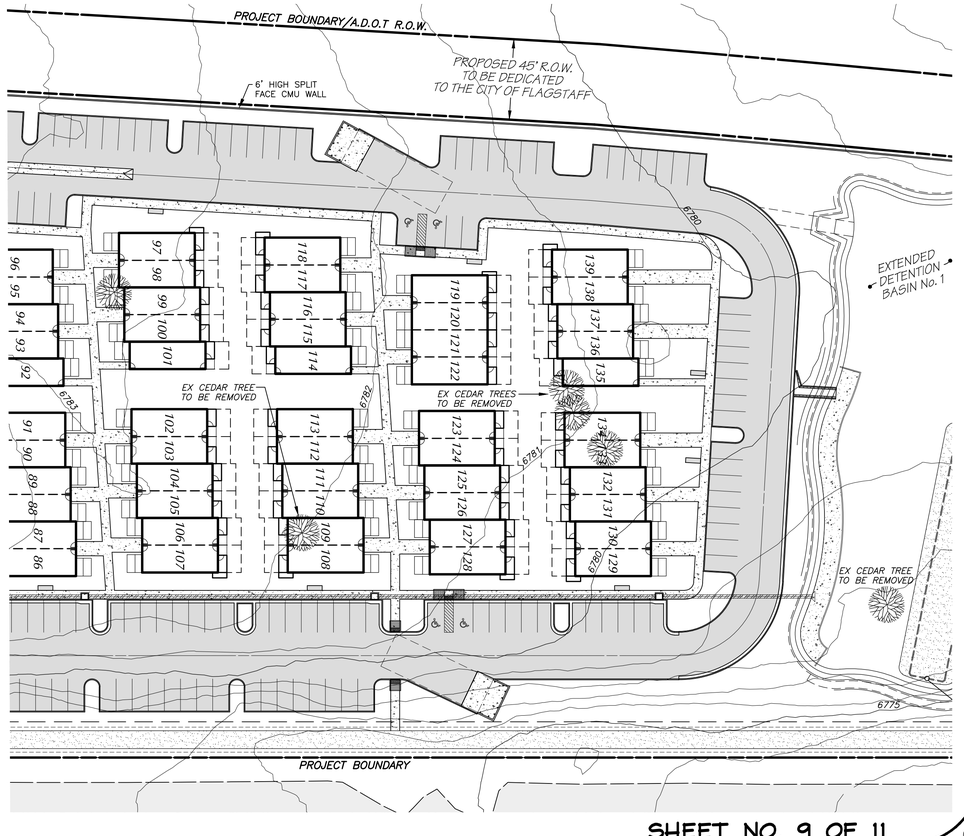
PRE DEVELOPMENT TREE POINTS

1 POINT TREES	68	x 1	=	68
2 POINT TREES	30	x 2	=	60
4 POINT TREES	13	x 4	=	52
8 POINT TREES	4	x 8	=	32
20 POINT TREES	1	x 20	=	20
TOTAL TREE POINTS			=	232
50% OF TOTAL			=	116

POST DEVELOPMENT TREE POINTS

1 POINT TREES	60	x 1	=	60
2 POINT TREES	21	x 2	=	42
4 POINT TREES	7	x 4	=	28
8 POINT TREES	3	x 8	=	24
20 POINT TREES	0	x 20	=	0
TOTAL TREE POINTS			=	154
TREE SAVE PERCENTAGE			=	66.4%

THERE ARE NO SLOPES OVER 17% LOCATED ON THIS SITE

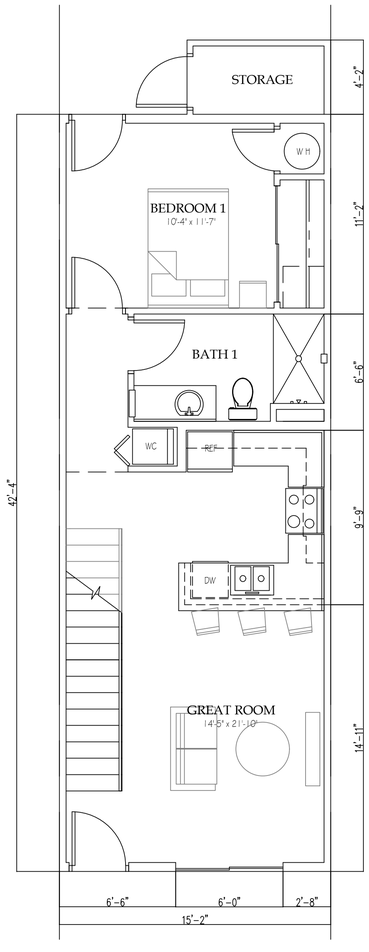


Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

THE LOFTS AT CONTINENTAL 7/29/21
CONCEPT ZONING PLAN
RESOURCE PROTECTION PLAN & PRELIM LANDSCAPE PLAN MES# 20356

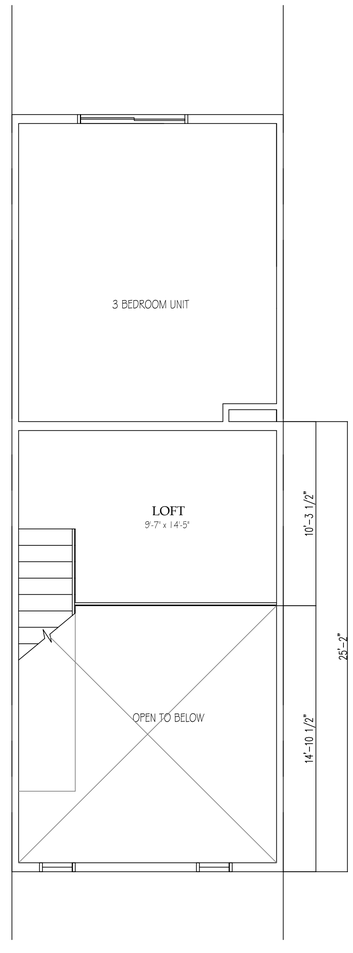
PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 7/29/21 | REVISIONS:
DESIGNED BY: MME | PROJECT NO. 20356
DRAWN BY: MME | FN: SHEET-04.DWG
CHECKED BY: KVH/RDS | VERT SCALE: N/A | HOR SCALE: 1"=40'/60'



1 A1.0 Main Level Floor Plan

Scale 1/4" = 1'-0"



2 A1.0 Upper Level Floor Plan

Scale 1/4" = 1'-0"

MIRAMONTE HOMES
2492 E. RIVER ROAD S-100 TUCSON, AZ 85718 (520) 615-8900

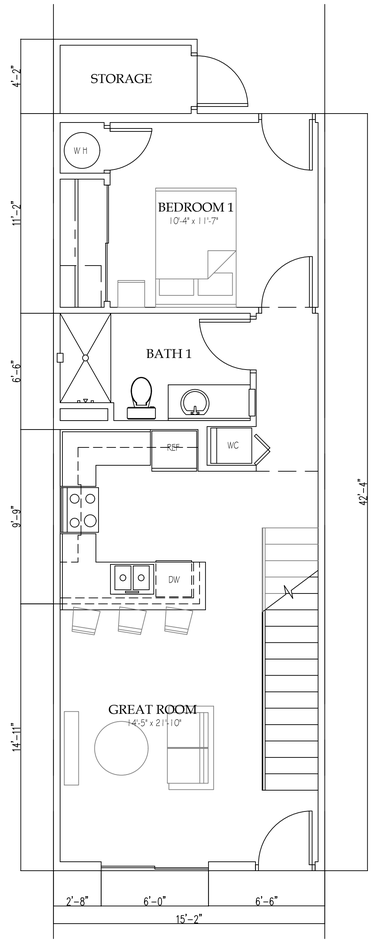
1 BEDROOM UNIT

TOTAL SQ. FT. 1414

Cortland Lofts
Flagstaff, AZ

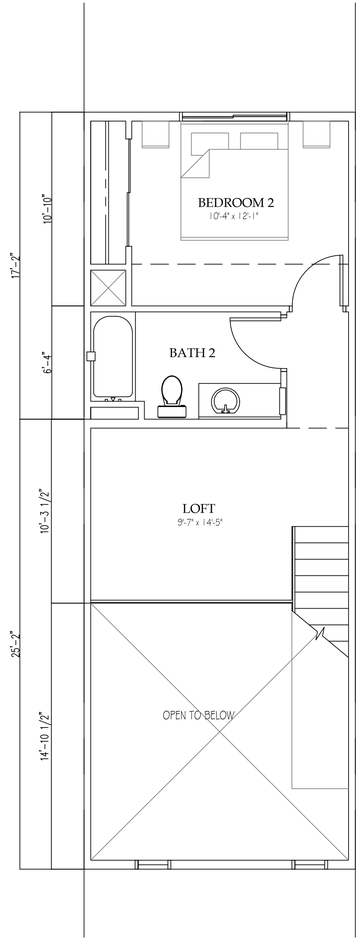
A1.0

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1 A1.1 Main Level Floor Plan

Scale 1/4" = 1'-0"



2 A1.1 Upper Level Floor Plan

Scale 1/4" = 1'-0"

MIRAMONTE HOMES
2492 E. RIVER ROAD S-100 TUCSON, AZ 85718 (520) 615-8900

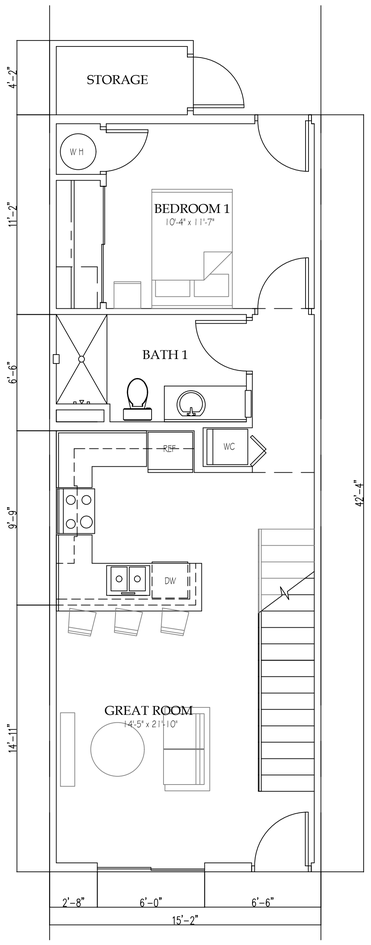
2 BEDROOM UNIT

TOTAL SQ. FT. 1414

Cortland Lofts
Flagstaff, AZ

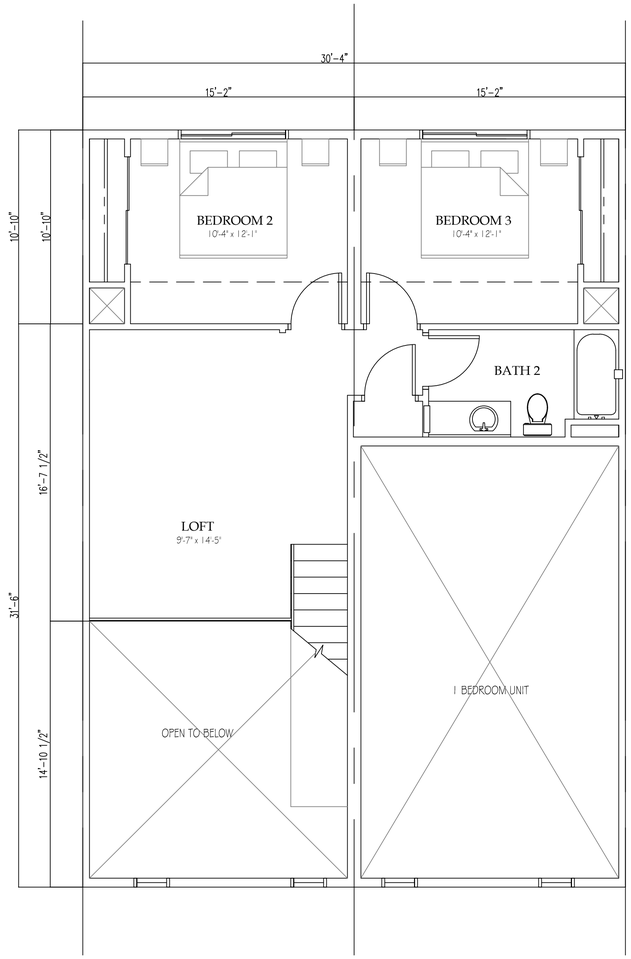
A1.1

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1 A1.2 Main Level Floor Plan

Scale 1/4" = 1'-0"



2 A1.2 Upper Level Floor Plan

Scale 1/4" = 1'-0"

MIRAMONTE HOMES
2492 E. RIVER ROAD S-100 TUCSON, AZ 85718 (520) 615-8900

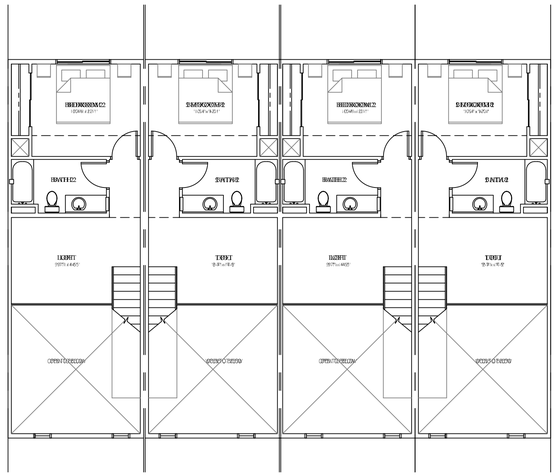
3 BEDROOM UNIT

TOTAL SQ. FT. 1414

Cortland Lofts
Flagstaff, AZ

A1.2

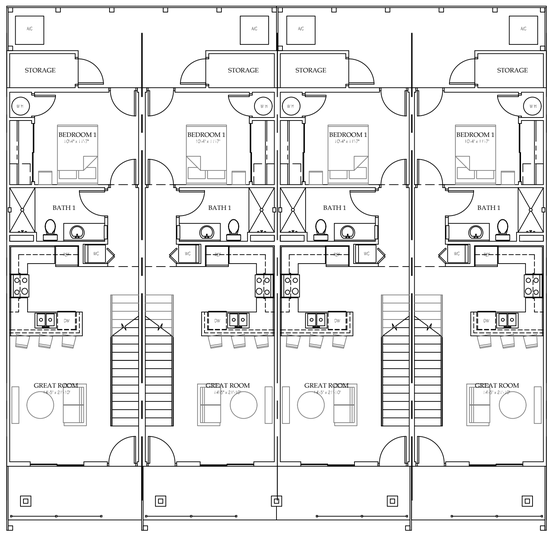
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2
A2.0

Upper Level Floor Plan

Scale 1/8" = 1'-0"



1
A2.0

Main Level Floor Plan

Scale 1/8" = 1'-0"

MIRAMONTE
HOMES
2492 E. RIVER ROAD S-100 TUCSON, AZ 85718 (520) 615-8900

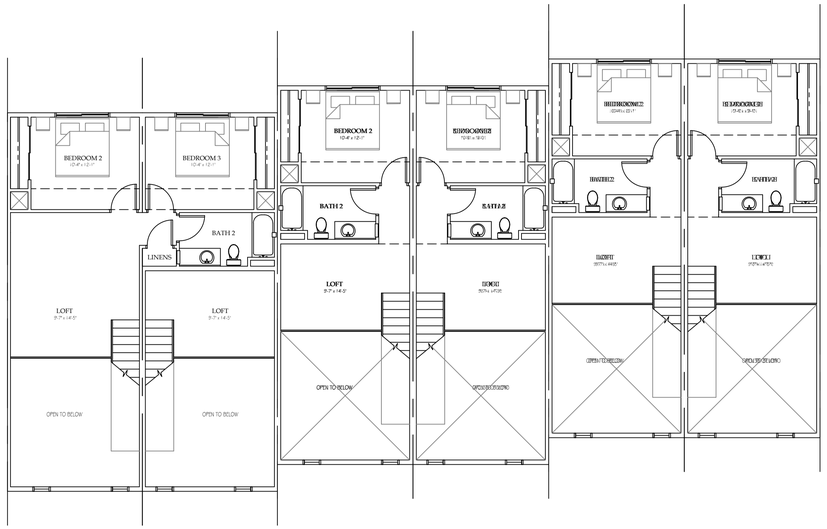
4 PLEX FLOOR PLANS

TOTAL SQ. FT.
1414

Cortland Lofts
Flagstaff, AZ

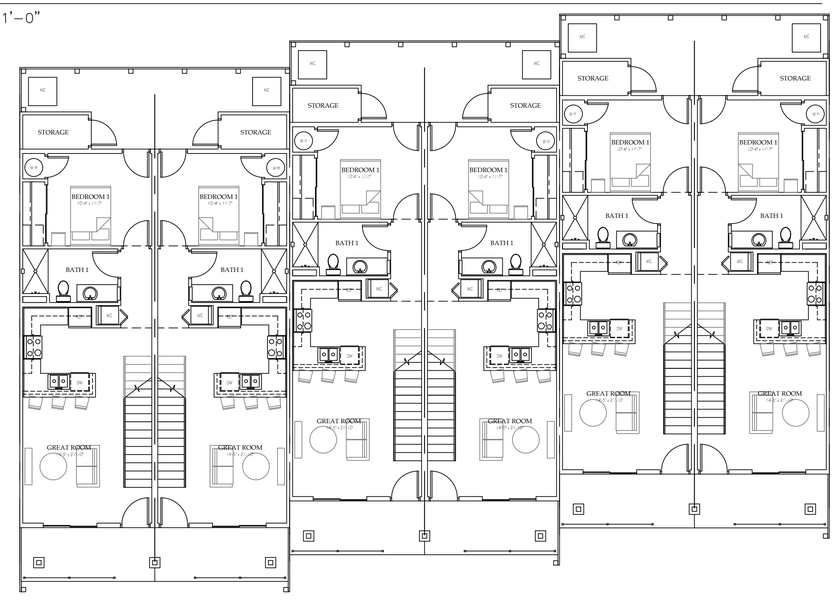
A2.0

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2 A2.1 Upper Level Floor Plan

Scale 1/8" = 1'-0"



1 A2.1 Main Level Floor Plan

Scale 1/8" = 1'-0"

MIRAMONTE HOMES
2492 E. RIVER ROAD S-100 TUCSON, AZ 85718 (520) 615-8900

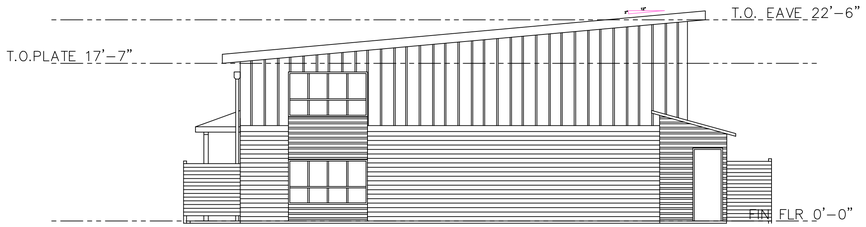
6 PLEX FLOOR PLANS

TOTAL SQ. FT. 1414

Cortland Lofts
Flagstaff, AZ

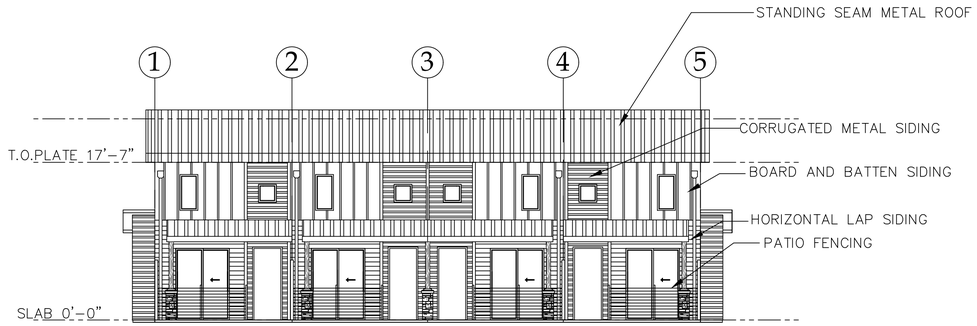
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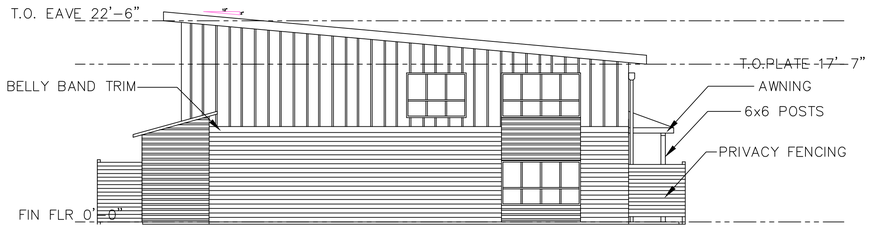
1 / A3.0 **Side Elevation**

Scale 1/8" = 1'-0"



2 / A3.0 **Front Elevation**

Scale 1/8" = 1'-0"



3 / A3.0 **Street Side Elevation**

Scale 1/8" = 1'-0"



4 / A3.0 **Back Elevation**

Scale 1/8" = 1'-0"

MIRAMONTE HOMES
2492 E. RIVER ROAD S-100 TUCSON, AZ 85718 (520) 615-8900

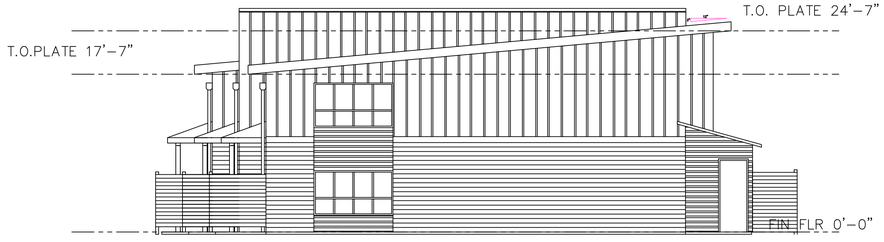
4 PLEX ELEVATIONS

TOTAL SQ. FT. 1414

Cortland Lofts
Flagstaff, AZ

A3.0

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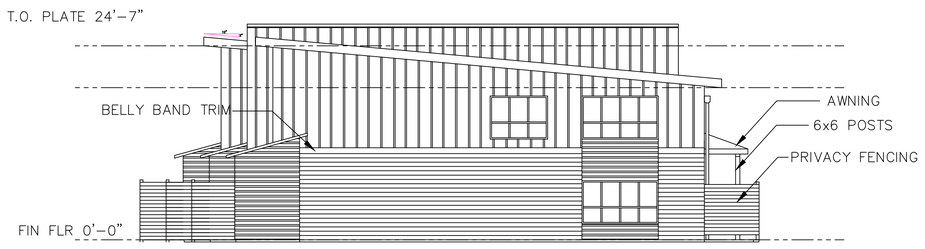
1 A3.1 **Side Elevation**

Scale 1/8" = 1'-0"



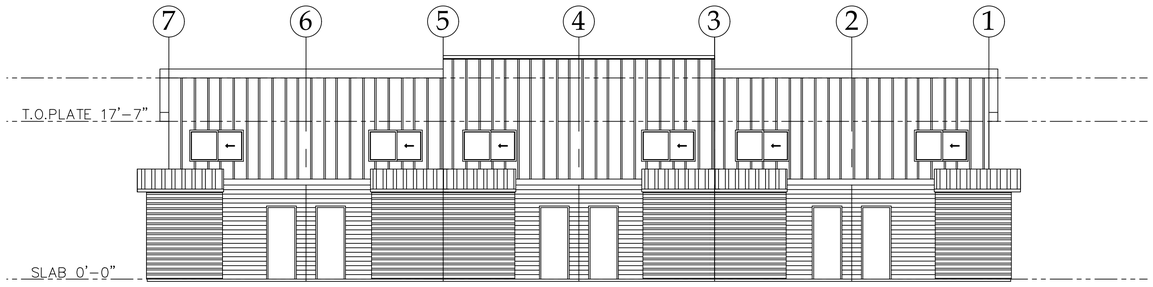
2 A3.1 **Front Elevation**

Scale 1/8" = 1'-0"



3 A3.1 **Street Side Elevation**

Scale 1/8" = 1'-0"



4 A3.1 **Back Elevation**

Scale 1/8" = 1'-0"

MIRAMONTE HOMES
2492 E. RIVER ROAD S-100 TUCSON, AZ 85718 (520) 615-8900

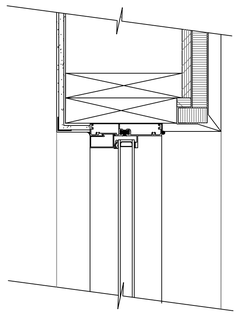
6 PLEX ELEVATIONS

TOTAL SQ. FT. 1414

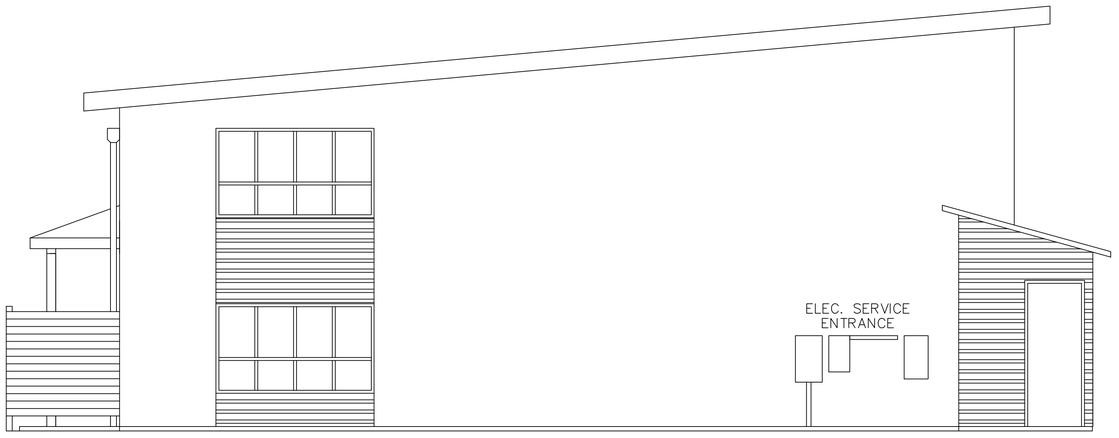
Cortland Lofts
Flagstaff, AZ

A3.1

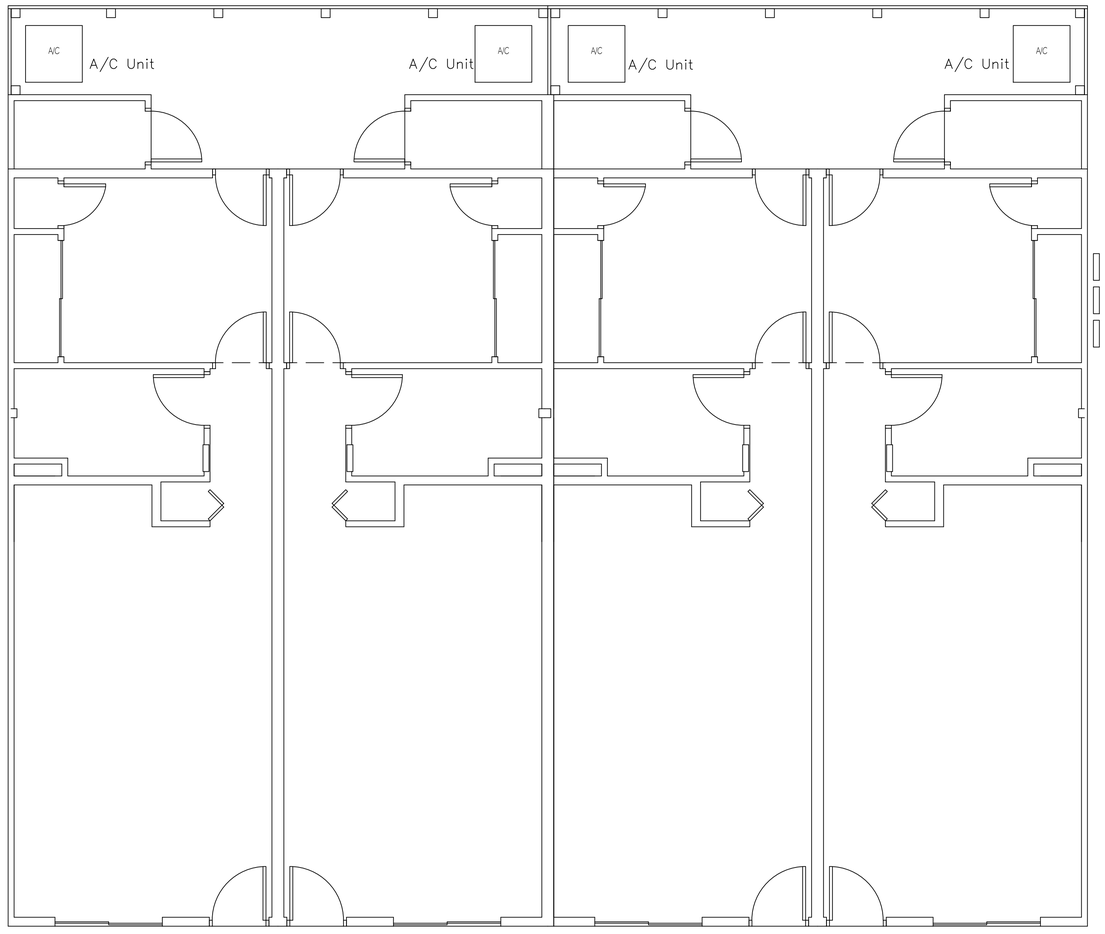
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TYP. WINDOW HEAD @ FRAME WALL 3
3" = 1'-0" (JAMB SIM.)



1 M1.0 Equipment Elevation
Scale 1/4" = 1'-0"



2 M1.0 Equipment Plan
Scale 1/4" = 1'-0"

MIRAMONTE HOMES
2492 E. RIVER ROAD S-100 TUCSON, AZ 85718 (520) 615-8900

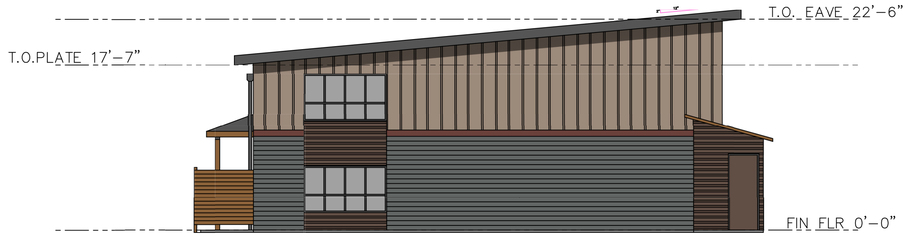
MECHANICAL & ELECTRICAL EQUIPMENT LOCATIONS

TOTAL SQ. FT. 1414

Cortland Lofts
Flagstaff, AZ

M1.0

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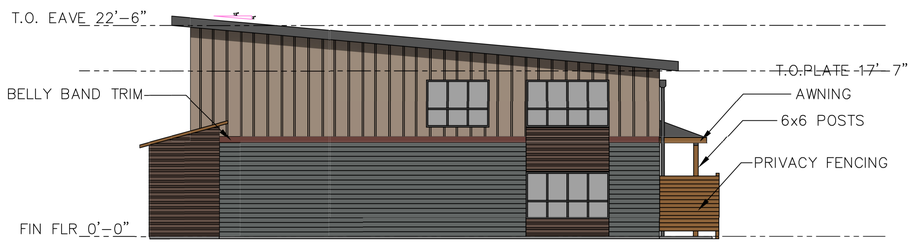
1 A3.0 **Side Elevation**

Scale 1/8" = 1'-0"



2 A3.0 **Front Elevation**

Scale 1/8" = 1'-0"



3 A3.0 **Street Side Elevation**

Scale 1/8" = 1'-0"



4 A3.0 **Back Elevation**

Scale 1/8" = 1'-0"

MIRAMONTE HOMES

2492 E. RIVER ROAD S-100 TUCSON, AZ 85718 (520) 615-8900

4 PLEX ELEVATIONS

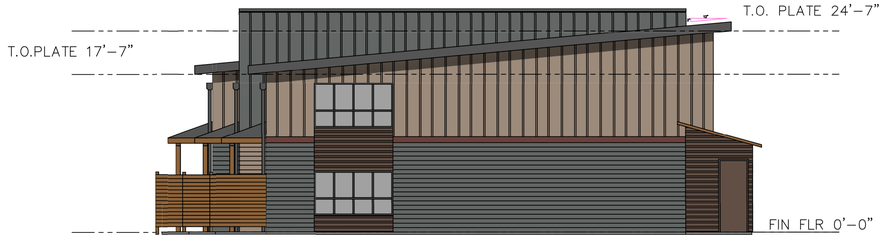
TOTAL SQ. FT. 1414

CORTLAND LOFTS

Flagstaff, AZ

A3.0

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1 A3.1 **Side Elevation**

Scale 1/8" = 1'-0"



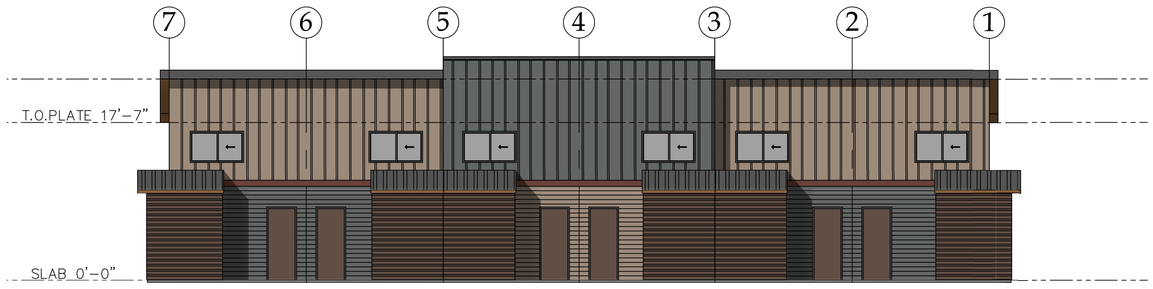
2 A3.1 **Front Elevation**

Scale 1/8" = 1'-0"



3 A3.1 **Street Side Elevation**

Scale 1/8" = 1'-0"



4 A3.1 **Back Elevation**

Scale 1/8" = 1'-0"

MIRAMONTE HOMES
2492 E. RIVER ROAD S-100 TUCSON, AZ 85718 (520) 615-8900

6 PLEX ELEVATIONS

TOTAL SQ. FT. 1414

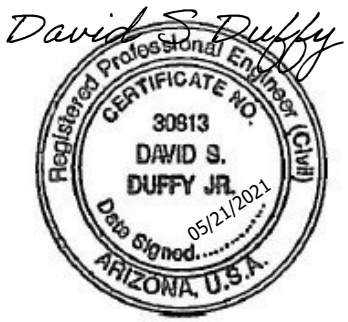
CORTLAND LOFTS
Flagstaff, AZ

A3.1

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May 20, 2021

Mr. Kent Hotsenpiller, R.L.S
Mogollon Engineering & Surveying, Inc.
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001



Expires 12/31/2023

RE: Trip Generation Comparison Letter for The Cortland Multi-Family Development – Flagstaff, Arizona

Dear Mr. Hotsenpiller:

CivTech is pleased to provide you with this Trip Generation Comparison Letter for the Cortland Multi-Family Development located at the north end of Cortland Boulevard south of Interstate 40 in Flagstaff, Arizona. CivTech prepared a Traffic Statement dated July 3, 2018 on the Cortland Multi-Family development for a previous developer. The previous developer assigned their rights to Miramonte Holdings who wishes to revise the number of units to approximately 139 units. Mogollon Engineering & Surveying (The Client) is the civil engineering firm to Miramonte Holdings who is the developer of this project. The proposed site plan is included as an **Attachment.**

PROPOSED DEVELOPMENT DESCRIPTION

The Cortland development is a multi-family rental complex with 139 dwelling units proposed for a portion of the site which is a reduction from 192 dwelling units proposed previously. The other portion of the site will remain undeveloped for a possible use as a hotel in the future. The development is located at the north end of Cortland Boulevard south of Interstate 40 in Flagstaff, Arizona. There is one full movement access point located on the southwest corner of the proposed site at the end of Cortland Boulevard, shown in an **Attachment.**

TRIP GENERATION COMPARISON

The trips generated for this project are estimated using as a reference the latest (10th) edition of the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*. The manual provides trip generation data collected by various transportation professionals for a wide range of different land uses. The data summarized in the report includes average rates and equations that have been established correlating the relationship between an independent variable that describes the development size and trips generated for each categorized land use. The manual includes information for weekdays and for AM and PM peak hours. The AM peak hour is assumed to one hour occurring between 7:00-9:00 AM and the PM peak hour is between 4:00-6:00 PM.

As previously noted, this development will consist of multi-family housing composed of 139 dwelling units which is a reduction from the previously proposed 192 dwelling units. The trip generation comparison for the proposed development is detailed in an **Attachment.**

Table 1: Trip Generation

Land Use	ITE Code	Size	Daily Total	Weekday					
				AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Previously Proposed Development									
Apartments	220	192 DU's	1,410	20	69	89	67	39	106
Newly Proposed Development									
Apartments	220	139 DU's	1,010	15	50	65	50	29	79
Difference (Newly Proposed – Previously Proposed)									
Apartments	220	-53 DU's	-400	-5	-19	-24	-17	-10	-27

A review of the detailed trip generation in **Table 1** reveals that the proposed development could generate 400 fewer trips per day with a total of 24 fewer trips (5 in/19 out) during the AM peak hour and a total of 27 fewer trips (17 in/10 out) during the PM peak hour.

CONCLUSIONS
The following can be concluded from the above:

- The trip generation revealed that the proposed development could generate 400 fewer trips per day with a total of 24 fewer trips (5 in/19 out) during the AM peak hour and a total of 27 fewer trips (17 in/10 out) during the PM peak hour.

- The reduced number of anticipated trips generated form the proposed development would result in a lower impact to the roadway network presented in the previously approved Traffic Impact Study dated July 3, 2018.

Thank you for allowing CivTech to assist you on this project. Please contact me with any questions you may have.

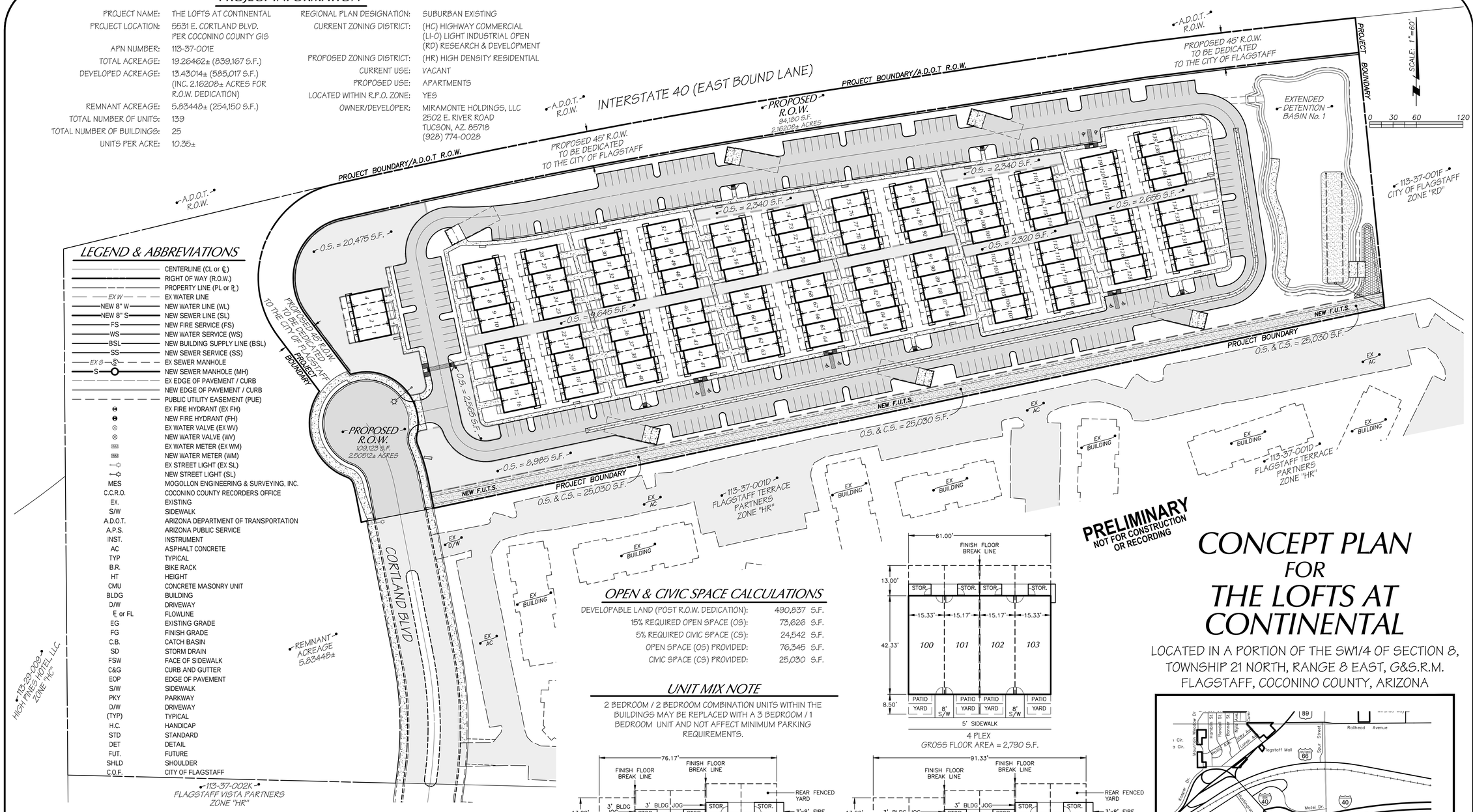
Sincerely,

David Duffy, P.E.
Senior Traffic Engineer

Attachments: Site Plan, Trip Generation Calculations.

PROJECT INFORMATION

PROJECT NAME:	THE LOFTS AT CONTINENTAL
PROJECT LOCATION:	5531 E. CORTLAND BLVD. PER COCONINO COUNTY GIS
APN NUMBER:	113-37-001E
TOTAL ACREAGE:	19.26462± (839,167 S.F.)
DEVELOPED ACREAGE:	13.43014± (585,017 S.F.) (INC. 2.16208± ACRES FOR R.O.W. DEDICATION)
REMNANT ACREAGE:	5.83448± (254,150 S.F.)
TOTAL NUMBER OF UNITS:	139
TOTAL NUMBER OF BUILDINGS:	25
UNITS PER ACRE:	10.35±
REGIONAL PLAN DESIGNATION:	SUBURBAN EXISTING
CURRENT ZONING DISTRICT:	(HC) HIGHWAY COMMERCIAL (LI-O) LIGHT INDUSTRIAL OPEN (RD) RESEARCH & DEVELOPMENT
PROPOSED ZONING DISTRICT:	(HR) HIGH DENSITY RESIDENTIAL
CURRENT USE:	VACANT
PROPOSED USE:	APARTMENTS
LOCATED WITHIN R.P.O. ZONE:	YES
OWNER/DEVELOPER:	MIRAMONTE HOLDINGS, LLC 2502 E. RIVER ROAD TUCSON, AZ. 85718 (928) 774-0028



LEGEND & ABBREVIATIONS

	CENTERLINE (CL or ℄)
	RIGHT OF WAY (R.O.W.)
	PROPERTY LINE (PL or ℄)
EX W	EX WATER LINE
NEW 8" W	NEW WATER LINE (WL)
NEW 8" S	NEW SEWER LINE (SL)
FS	NEW FIRE SERVICE (FS)
WS	NEW WATER SERVICE (WS)
BSL	NEW BUILDING SUPPLY LINE (BSL)
SS	NEW SEWER SERVICE (SS)
EX S	EX SEWER MANHOLE
S	NEW SEWER MANHOLE (MH)
	EX EDGE OF PAVEMENT / CURB
	NEW EDGE OF PAVEMENT / CURB
	PUBLIC UTILITY EASEMENT (PUE)
	EX FIRE HYDRANT (EX FH)
	NEW FIRE HYDRANT (FH)
	EX WATER VALVE (EX WV)
	NEW WATER VALVE (WV)
	EX WATER METER (EX WM)
	NEW WATER METER (WM)
	EX STREET LIGHT (EX SL)
	NEW STREET LIGHT (SL)
MES	MOGOLLON ENGINEERING & SURVEYING, INC.
C.C.R.O.	COCONINO COUNTY RECORDERS OFFICE
EX.	EXISTING
S/W	SIDEWALK
A.D.O.T.	ARIZONA DEPARTMENT OF TRANSPORTATION
A.P.S.	ARIZONA PUBLIC SERVICE
INST.	INSTRUMENT
AC	ASPHALT CONCRETE
TYP	TYPICAL
B.R.	BIKE RACK
HT	HEIGHT
CMU	CONCRETE MASONRY UNIT
BLDG	BUILDING
D/W	DRIVEWAY
E or FL	FLOWLINE
EG	EXISTING GRADE
FG	FINISH GRADE
C.B.	CATCH BASIN
SD	STORM DRAIN
FSW	FACE OF SIDEWALK
C&G	CURB AND GUTTER
EOP	EDGE OF PAVEMENT
S/W	SIDEWALK
PKY	PARKWAY
D/W	DRIVEWAY
(TYP)	TYPICAL
H.C.	HANDICAP
STD	STANDARD
DET	DETAIL
FUT.	FUTURE
SHLD	SHOULDER
C.O.F.	CITY OF FLAGSTAFF

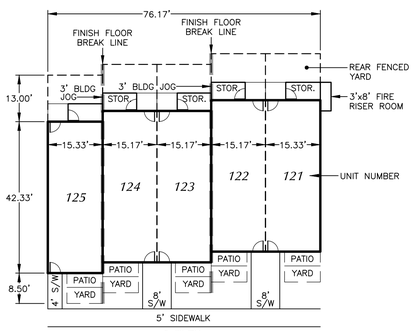
OPEN & CIVIC SPACE CALCULATIONS

DEVELOPABLE LAND (POST R.O.W. DEDICATION):	490,837 S.F.
15% REQUIRED OPEN SPACE (OS):	73,626 S.F.
5% REQUIRED CIVIC SPACE (CS):	24,542 S.F.
OPEN SPACE (OS) PROVIDED:	76,345 S.F.
CIVIC SPACE (CS) PROVIDED:	25,030 S.F.

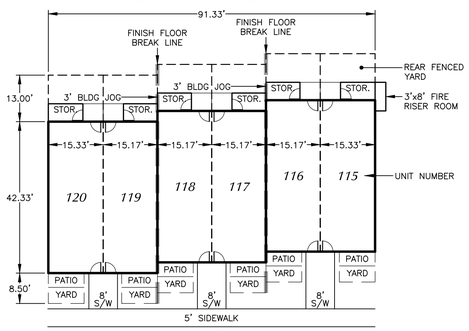
UNIT MIX NOTE

2 BEDROOM / 2 BEDROOM COMBINATION UNITS WITHIN THE BUILDINGS MAY BE REPLACED WITH A 3 BEDROOM / 1 BEDROOM UNIT AND NOT AFFECT MINIMUM PARKING REQUIREMENTS.

4 PLEX
GROSS FLOOR AREA = 2,790 S.F.



5 PLEX
GROSS FLOOR AREA = 3,465 S.F.



6 PLEX
GROSS FLOOR AREA = 4,177 S.F.

PRELIMINARY BUILDING FOOTPRINTS

SCALE: 1"=20'

UNIT COUNT and PARKING INFORMATION

PARKING CALCULATIONS:	TOTAL No. OF UNITS		PARKING PER UNIT	REQUIRED PARKING SPACES
STUDIO UNITS:	0	x	1.25	0
ONE BEDROOM UNITS:	30	x	1.5	45
TWO BEDROOM UNITS:	79	x	2	158
THREE BEDROOM UNITS:	30	x	2	60
TOTAL UNITS:	139			263

VISITOR PARKING:	0.25/EACH 2+ BEDROOM = 109 x 0.25 = 27.25 (27)
REQUIRED PARKING:	290 SPACES REQUIRED
TOTAL AUTOMOBILE PARKING PROVIDED:	290 (INCLUDING 8 H.C. SPACES)
TOTAL BICYCLE PARKING PROVIDED:	0.05 x 290 = 14.5 (15 SPACES PROVIDED)

GENERAL NOTES

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

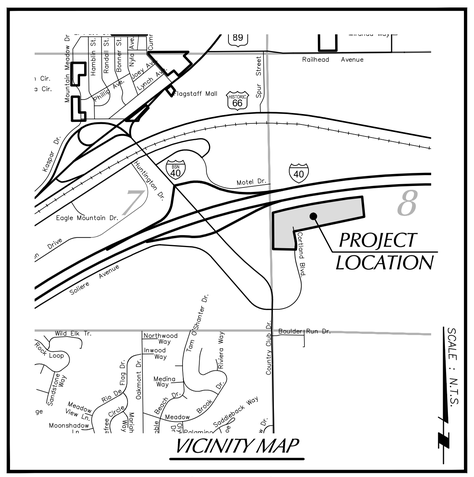
SHEET INDEX

SHEET 1:	PROJECT OVERVIEW & INFORMATION
SHEET 2:	AREA MAP
SHEET 3:	ACCESS & VEHICULAR CIRCULATION
SHEET 4:	PRELIMINARY GRADING & DRAINAGE
SHEET 5:	UNDERGROUND UTILITIES
SHEET 6:	PROPOSED OFF-SITE SEWER
SHEET 7:	RESOURCE PROTECTION PLAN and PRELIMINARY LANDSCAPE PLAN
SHEET 8:	PROPOSED EASEMENTS & ABANDONMENTS

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

CONCEPT PLAN FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA



VICINITY MAP

SHEET NO. 1 OF 8

CONCEPT-4

COF PROJECT # PZ-20-00183

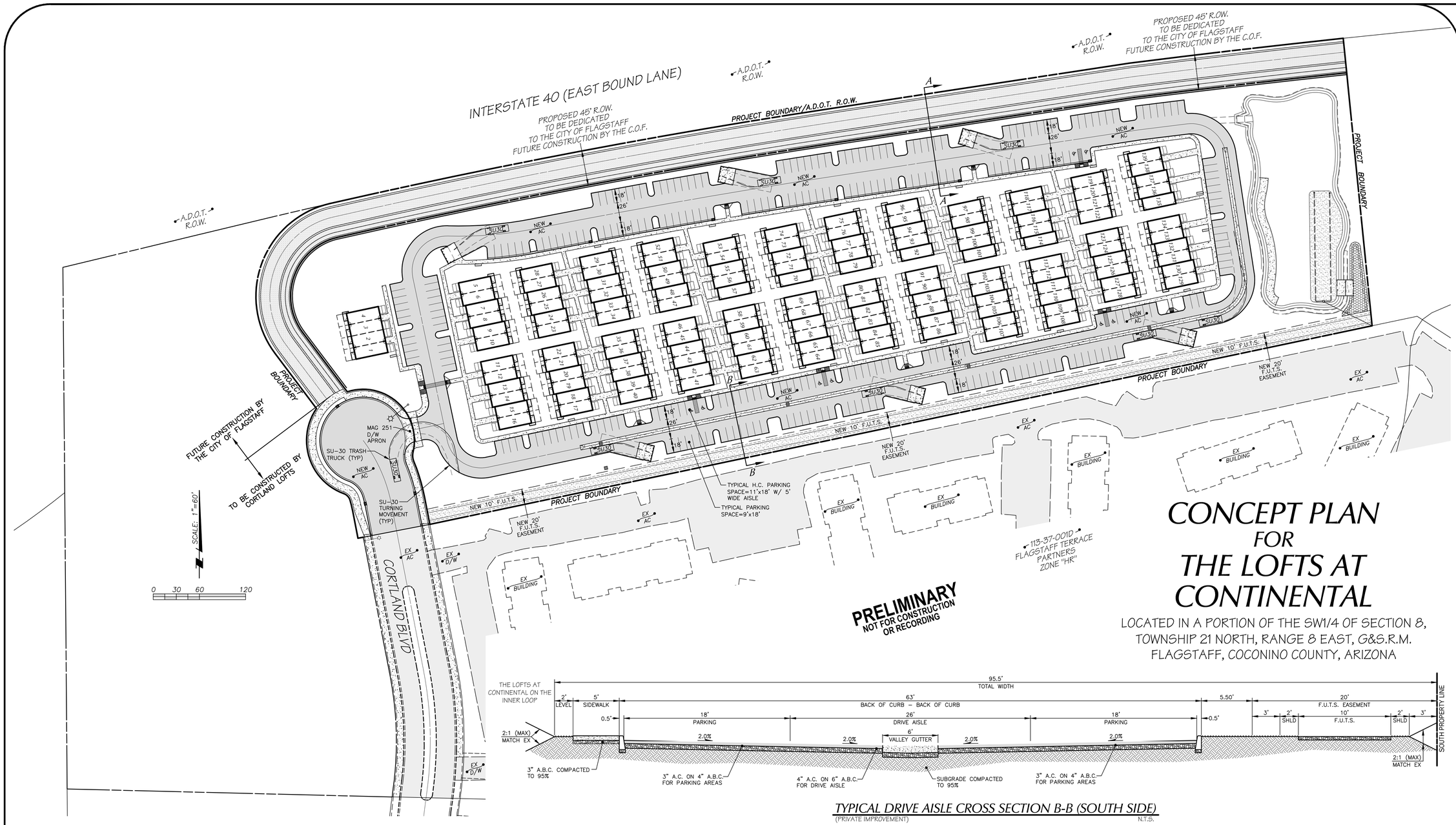
Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

THE LOFTS AT CONTINENTAL
CONCEPT PLAN
PROJECT OVERVIEW & INFORMATION
3/4/21
MES# 20356

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 3/4/21	PROJECT NO. 20356
DESIGNED BY: MKE	FN: SHEET-01.DWG
DRAWN BY: MKE	VERT SCALE: N/A
CHECKED BY: KVH/RDS	HOR SCALE: 1"=60'

REVISIONS: PER C.O.F. COMMENTS DATED 12/9/20

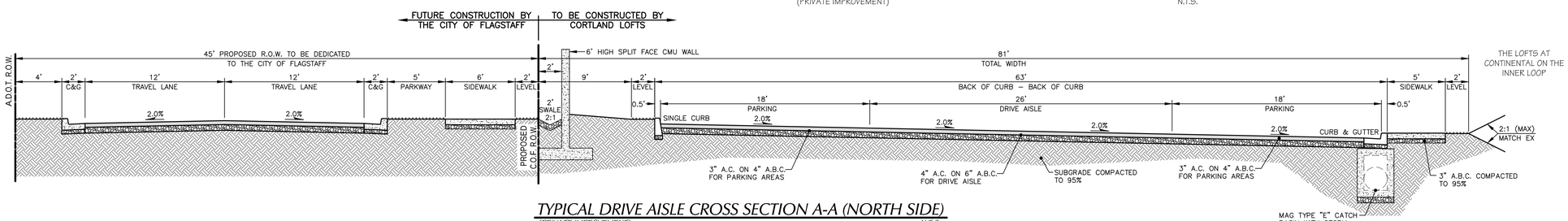


CONCEPT PLAN FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

TYPICAL DRIVE AISLE CROSS SECTION B-B (SOUTH SIDE)

(PRIVATE IMPROVEMENT) N.T.S.



TYPICAL DRIVE AISLE CROSS SECTION A-A (NORTH SIDE)

(PRIVATE IMPROVEMENT) N.T.S.

Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

THE LOFTS AT CONTINENTAL
CONCEPT PLAN
ACCESS & VEHICULAR CIRCULATION
3/4/21
MES# 20356

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING

DATE: 3/4/21 | PROJECT NO. 20356 | REVISIONS PER C.O.F. COMMENTS DATED 12/4/20
DESIGNED BY: MME | FN: SHEET-08.DWG | VERT. SCALE: N/A
DRAWN BY: MME | HOR. SCALE: 1"=60'
CHECKED BY: KVH/RDS

SHEET NO. 3 OF 8

CONCEPT-4

COF PROJECT # PZ-20-00183

Methodology Overview

This form facilitates trip generation estimation using data within the Institute of Transportation Engineer's (ITE) Trip Generation Manual, 10th Edition and methodology described within ITE's Trip Generation Handbook, 3rd Edition. These references will be referred to as Manual and Handbook, respectively. The Manual contains data collected by various transportation professionals for a wide range of different land uses, with each land use category represented by a land use code (LUC). Average rates and equations have been established that correlate the relationship between an independent variable that describes the development size and generated trips for each categorized LUC in various settings and time periods. The Handbook indicates an established methodology for how to use data contained within the Manual when to use the fitted curve instead of the average rate and when to adjustments to the volume of trips are appropriate and how to do so. The methodology steps are represented visually in boxes in Figure 3.1. This worksheet applies calculations for each box if applicable.

Box 1 - Define Study Site Land Use Type & Site Characteristics

The analyst is to pick an appropriate LUC(s) based on the subject's zoning/land use(s)/future land use(s). The size of the land use(s) is described in reference to an independent variable(s) specific to (each) the land use (example: 1,000 square feet of building area is relatively common).

Land Use Types and Size

Proposed Use	Amount	Units	ITE LUC	ITE Land Use Name
Previoulsy Proposed Development				
Apartments	192	Dwelling Units	220	Multifamily Housing (Low-Rise)
Newly Proposed Development				
Apartments	139	Dwelling Units	220	Multifamily Housing (Low-Rise)

Box 2 - Define Site Context

Context assessment is to "simply determine whether the study sites is in a multimodal setting" and "could have persons accessing the site by walking, bicycling, or riding transit." This assessment is used in Box 4. The Manual separates data into 4 setting categories - Rural, General Urban/Suburban, Dense Multi-Urban Use and Center City Core. This worksheet uses the following abbreviations, respectively: R, G, D, and C. The Manual does not have data for all settings of all land use codes. See the table on the next page titled "Site Context and Time Periods" - if this table is not provided, the "General Urban/Suburban" setting is used by default.

Box 3 - Define Analysis Objectives Types of Trips & Time Period

This tool will focus on vehicular trips for a 24-hour period on a typical weekday as well as its AM peak hour and PM peak hour. Other time period(s) may be of interest.

Site Context and Time Periods - Actual Setting, Setting Data Available for LUC, Setting Used in Analyses

Proposed Use	Setting		ADT Available	ADT Used	AM Peak Hour Available	AM Peak Hour Used	PM Peak Hour Available	PM Peak Hour Used	(not used) Available	(not used) Used
Previoulsy Proposed Development										
Apartments	General Urban/Suburban	G	G	G	G	G	G	G		
Newly Proposed Development										
Apartments	General Urban/Suburban	G	G	G	G	G	G	G		

If the desired setting is not available within the *Manual,* adjustments may be made in Boxes 6 through 8.

Box 4 - Is Study Site Multimodal?

Per the Handbook, "if the objective is to establish a local trip generation rate for a particular land use or study site, the simplified approach (Box 9) may be acceptable but the Box 5 through 8 approach is required if the study site is located in an infill setting, contains a mix of uses on-site, or is near significant transit service."

Box 5/Box 9 - Estimate Baseline Trips/Estimate Vehicular Trips (Determine Equation)

Vehicle trips are estimated using rates/equations applicable to each LUC. When the appropriate graph has a fitted curve, the Handbook has a process (Figure 4.2) to determine when to use it versus using the weighted average rate or collecting local data. The methodology requires for engineering judgement in some circumstances and permits engineering judgement to override or make adjustments when appropriate to best project (example 1: study site is expected to operate differently than data in the applicable land use code - such as restaurant that is closed in the morning or in the evening; example 2: LUC data in a localized area fails to be represented by the typically selected fitted curve/weighted average rate - a small shop/LUC 820, AM peak hour is skewed by the high y-intercept).

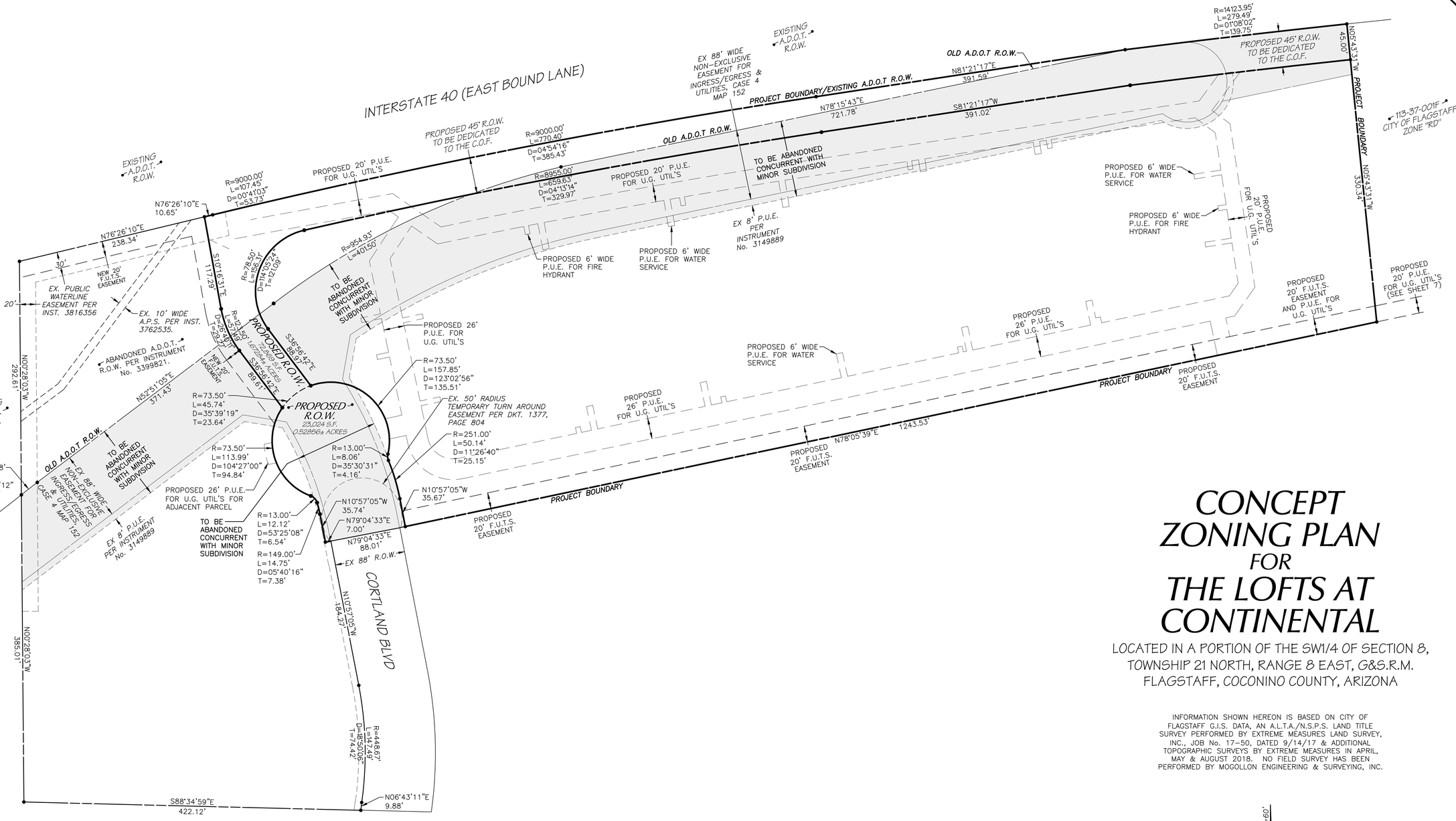
Equation Type: Equation Used [Equated Rate] (Type Abbreviations: Weighted Average Rate ("WA"), Fitted Curve ("FC"), or Custom ("C"))

Proposed Use	ADT	AM Peak Hour	PM Peak Hour	(not used)
Previoulsy Proposed Development				
Apartments	FC: T=7.56*X-40.86 [7.35]	FC: LN(T)=0.95*LN(X)-0.51 [0.46]	FC: LN(T)=0.89*LN(X)-0.02 [0.55]	
Newly Proposed Development				
Apartments	FC: T=7.56*X-40.86 [7.27]	FC: LN(T)=0.95*LN(X)-0.51 [0.47]	FC: LN(T)=0.89*LN(X)-0.02 [0.57]	

Box 5/Box 9 - Estimate Baseline Trips/Estimate Vehicular Trips (Apply Equations and in/out Distributions)

Baseline Vehicular Trips

Proposed Use	ADT % In	ADT In	ADT Out	ADT Total	AM Peak Hour % In	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	PM Peak Hour % In	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total	(not used) % In	(not used) In	(not used) Out	(not used) Total
Previoulsy Proposed Development																
Apartments	50%	705	705	1,410	23%	20	69	89	63%	67	39	106				
Newly Proposed Development																
Apartments	50%	505	505	1,010	23%	15	50	65	63%	50	29	79				
Totals		**1,210**	**1,210**	**2,420**		**35**	**119**	**154**		**117**	**68**	**185**				



CONCEPT ZONING PLAN FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

SCALE: 1"=60'

0 30 60 120

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SHEET NO. 11 OF 11

CONCEPT-4

COF PROJECT # PZ-20-00183

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

THE LOFTS AT CONTINENTAL
CONCEPT ZONING PLAN
PROPOSED EASEMENTS & ABANDONMENTS

7/29/21
MES# 20356

PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

DATE: 7/29/21
DESIGNED BY: MKE
DRAWN BY: MKE
CHECKED BY: KVH/RDB
PROJECT NO. 20356
FN: SHEET-11.DWG
VERT SCALE: N/A
HOR SCALE: 1"=60'
REVISIONS:

MIRAMONTE
HOMES

Neighborhood Meeting and Citizen Participation Plan

August 3, 2021

Tiffany Antol
City of Flagstaff Planning & Development Services
211 W. Aspen Ave
Flagstaff, AZ 86001

RE: Project: Lofts at Continental
Applicant: PZ-20-00183

Dear Ms. Antol:

In connection with its anticipated application for a concept zoning map amendment; and development agreement (collectively, the "Applications"), the applicant, Miramonte Holdings, LLC, (Miramonte) has formulated the following Neighborhood Meeting and Citizen Participation Plan and welcomes feedback from the City of Flagstaff (the "City") regarding any of the details set forth herein. The information herein is intended to comply with relevant portions of the Flagstaff Zoning Code (the "Code"), including Sections 10-20.30.060 and 10-20.30.080 of the Code.

Introduction

Miramonte is proposing to develop on approximately 13.49 acres of an existing 19.26-acre parcel, Assessor Parcel Number 113-37-001E, located at 5531 E. Cortland Boulevard, Flagstaff, AZ. 86004. The parcel is currently zoned Highway Commercial, (HC), Light Industrial-Open (LI-O) and Research & Development (RD) within the Resource Protection Overlay (RPO). The Application will rezone the property to High-Density Residential Zone to permit a project that is 12.38 units per acre. The proposed development will be a 139-unit apartment complex, providing an affordable alternative living situation for residents. The details of the proposed project, as well as the proposed zoning changes will be discussed in detail in Miramonte's Letter of Intent to be filed with the City.

Neighborhood Meeting

A. Purpose

Miramonte understands the purpose of the required Neighborhood Meeting to encompass the following goals:

- Encourage Miramonte to allow for informed decision making through the dissemination of proposals and alternatives. *See* Code Section 10-20.30.060(B)(1).
- Ensure that Miramonte pursues early and effective citizen participation in conjunction with its Applications, giving it the opportunity to understand and try to mitigate any real or perceived impacts its Applications may have on the community. *See* Code Section 10-20.30.060(B)(2).
- Ensure that the citizens and property owners within the community have an adequate opportunity to learn about how Miramonte's Applications may affect them and to work with Miramonte to resolve concerns at an early stage of the process. *See* Code Section 10-20.30.060(B)(3).
- Facilitate ongoing communication between Miramonte potentially affected citizens and adjacent property owners, City staff, Planning Commissioners and elected officials throughout the application review process. *See* Code Section 10-20.30.060(B)(4).

B. Applicability and Requirements

Miramonte understands its Applications may require it to hold at least two neighborhood meetings and that it is responsible for the costs associated with these meetings. If the Director requires as much, Miramonte will host additional neighborhood meetings. Miramonte would like to schedule the neighborhood meetings for **August 26th at 5:00 PM and September 9th at 5:00 PM via zoom.**

C. Neighborhood Meeting Plan

Pursuant to Code Section 10-20.30.060(C)(2), Miramonte's plan for how it intends to conduct the neighborhood meeting must be submitted to and approved by the Director in compliance with the review schedule. In anticipation of this requirement, Miramonte includes the following proposed plan for conducting the neighborhood meeting(s). The neighborhood meeting(s) will be hosted at a suitable gathering location at or near the proposed project site. Miramonte may hold the public meeting at the subject site, if it is determined to be a suitable location for the meetings. Miramonte intends to hold in-person meeting(s), assuming that social distancing requirements caused by the COVID-19 pandemic can be met. If in-person meeting(s) are not feasible as a result of the pandemic, then Miramonte will either delay the meeting until such time as in-person meetings can be suitably held or it will conduct the meeting virtually, if approved by the Director. Again, while Miramonte has determined the location, date and time of the neighborhood meeting(s), it will include such information in its plan sent to the Director in compliance with the review schedule.

While the Director may determine that additional notices are required, Miramonte will, at a minimum, provide notices, via first class mail and email (if available) to the following parties:

- Property owners, citizens, jurisdictions and public agencies within 600 feet of the proposed project;
- The head of any homeowners association, or community/neighborhood representative within 1,000 feet of the proposed project;
- All persons or groups whose names are on the registry of persons and groups described in Code Section 10-20.30.080(B) who are interested in receiving such notice; and
- If required by the Director, to any party falling within an expanded notification area.

Further, Miramonte will provide additional notice through a newspaper posting and posting a sign on the subject property. The sign posted on the subject property will be at least 4' x 4' and will be clearly visible from Cortland Boulevard and will have an attached information tube containing copies of the meeting notice. This sign will be installed at least 10 days prior the neighborhood meeting. In addition, each of these notices will set forth the purpose and substance of the proposed application, and the time, date and place of the neighborhood meeting. Miramonte will submit a copy of such notice to the Director.

At the meeting(s), Miramonte will circulate a sign-in sheet (or collection of participant information for a virtual meeting), and will provide an introduction of the proposed development, with an overview of the development's design and goals. After Miramonte provides an overview of the proposed project, Miramonte will engage in a charrette-style interaction, encouraging attendees' written contribution of any comments or concerns about the proposed development, and in particular will solicit attendees' desired community outcomes. For a virtual meeting, Miramonte will invite contribution of comments and concerns to be submitted in advance of the meeting via email and at the meeting via chat features through the online meeting service. Upon collection of the attendees' written responses, Miramonte will discuss some of the comments received and facilitate an open forum discussion with attendees. Miramonte will provide attendees with contact information to permit follow up discussions with any interested participant.

D. Record of Proceedings

Pursuant to Code Section 10-20.30.060(F), after the meeting(s), Miramonte will create a written summary of the meeting(s) and will submit the report to the Director in its next formal submission. The report will include the information specified in Code Section 10-20.30.060(F), including (i) certification, on a form established by the Director, that the meeting was properly noticed and conducted; (ii) dates and locations of all meeting(s); (iii) a copy of the notices provided, including dates and number of mailings or deliveries; (iv) a copy of the mailing list and a summary of where residents, property owners, and potentially affected citizens receiving notices, newsletters, or other written materials were located; (v) the number and names of people that participated in the process based on the sign-in sheet; and a dated photograph of the sign installed on the subject property, as discussed above.

In addition, Miramonte's report will contain a summary of concerns, issues and problems expressed during the neighborhood meeting(s), including: (i) the substance of the concerns, issues, and problems raised during the process; (ii) how Miramonte has responded to these comments. Further, Miramonte's responses will be included on the site plan, illustrative plan, other planning document(s), and/or in an associated report. If public comments are not included in any of these documents, Miramonte will provide an explanation why they were not included.

Finally, Miramonte will provide a copy of the written summary to all attendees who recorded their name on the sign-in sheet. Miramonte welcomes any feedback from the City regarding its proposed neighborhood meeting plan.

Additional Citizen Outreach

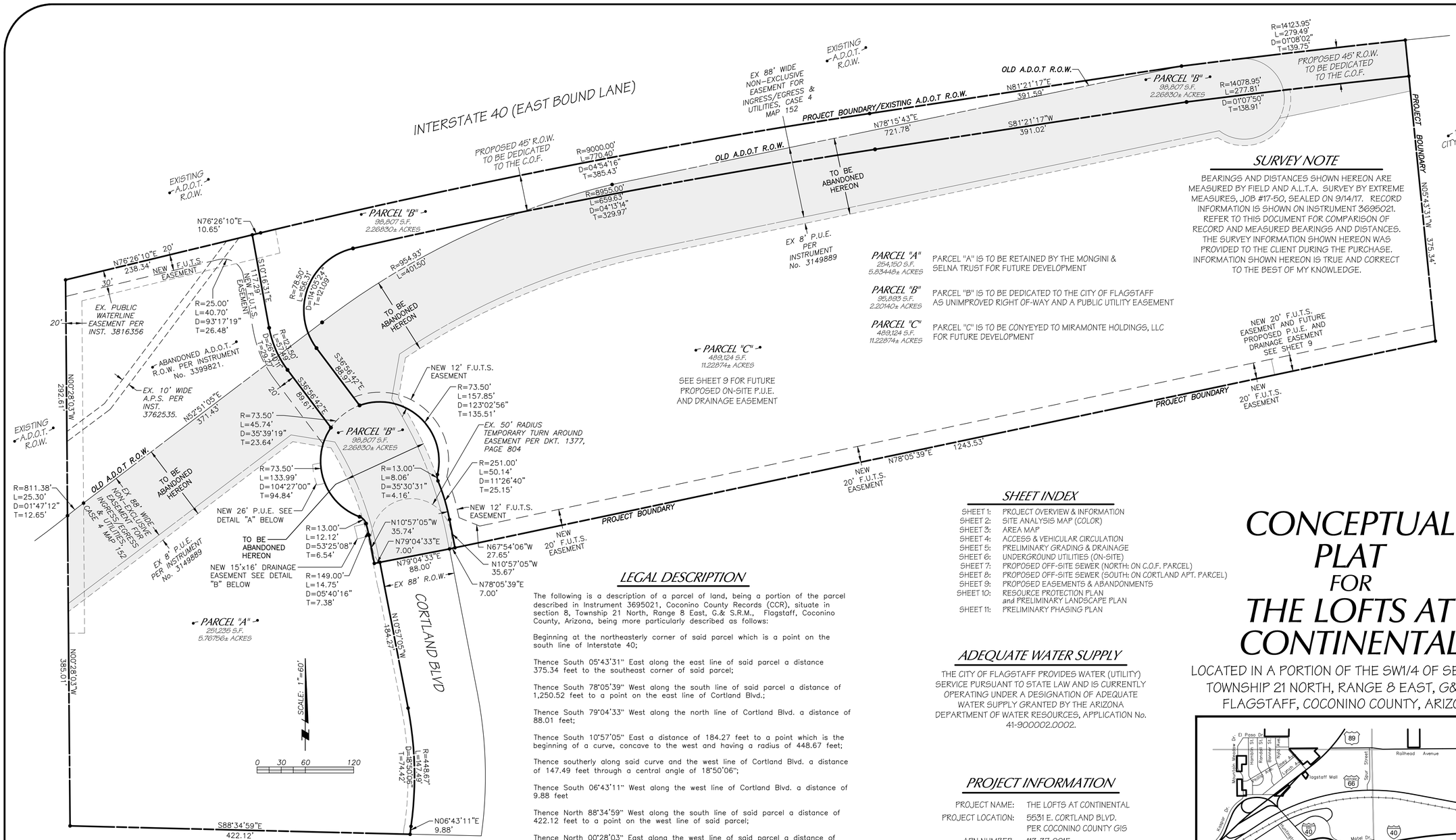
In addition to the two neighborhood meetings, the Director must schedule a public hearing with the Planning Commission and City Council to provide additional opportunities for interested members of the public to be informed of and provide comments on Miramonte's development proposals. Miramonte will notice the public hearing as required by Code Section 10-20.30.080.

As indicated above, Miramonte understands the need for heightened community involvement throughout the application process and welcomes the City's input on any of the information and plans set forth herein. To the extent not expressly indicated, Miramonte intends to conduct the Neighborhood Meeting and Citizen Participation Plan in accordance with the requirements of the Code.

Sincerely,



Charity Lee
Land Acquisition and Development Manager
Miramonte Homes
102 S. Mikes Pike
Flagstaff, AZ. 86001
clee@miramontehomes.com
928-600-3594



SURVEY NOTE

BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED BY FIELD AND A.L.T.A. SURVEY BY EXTREME MEASURES, JOB #17-50, SEALED ON 9/14/17. RECORD INFORMATION IS SHOWN ON INSTRUMENT 3695021. REFER TO THIS DOCUMENT FOR COMPARISON OF RECORD AND MEASURED BEARINGS AND DISTANCES. THE SURVEY INFORMATION SHOWN HEREON WAS PROVIDED TO THE CLIENT DURING THE PURCHASE. INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

PARCEL "A" 254,150 S.F. 5.83448± ACRES — PARCEL "A" IS TO BE RETAINED BY THE MONGINI & SELNA TRUST FOR FUTURE DEVELOPMENT

PARCEL "B" 95,893 S.F. 2.20140± ACRES — PARCEL "B" IS TO BE DEDICATED TO THE CITY OF FLAGSTAFF AS UNIMPROVED RIGHT OF-WAY AND A PUBLIC UTILITY EASEMENT

PARCEL "C" 489,124 S.F. 11.22874± ACRES — PARCEL "C" IS TO BE CONYEYED TO MIRAMONTE HOLDINGS, LLC FOR FUTURE DEVELOPMENT

SHEET INDEX

SHEET 1: PROJECT OVERVIEW & INFORMATION
SHEET 2: SITE ANALYSIS MAP (COLOR)
SHEET 3: AREA MAP
SHEET 4: ACCESS & VEHICULAR CIRCULATION
SHEET 5: PRELIMINARY GRADING & DRAINAGE
SHEET 6: UNDERGROUND UTILITIES (ON-SITE)
SHEET 7: PROPOSED OFF-SITE SEWER (NORTH: ON C.O.F. PARCEL)
SHEET 8: PROPOSED OFF-SITE SEWER (SOUTH: ON CORTLAND APT. PARCEL)
SHEET 9: PROPOSED EASEMENTS & ABANDONMENTS
SHEET 10: RESOURCE PROTECTION PLAN and PRELIMINARY LANDSCAPE PLAN
SHEET 11: PRELIMINARY PHASING PLAN

LEGAL DESCRIPTION

The following is a description of a parcel of land, being a portion of the parcel described in Instrument 3695021, Coconino County Records (CCR), situate in section 8, Township 21 North, Range 8 East, G.& S.R.M., Flagstaff, Coconino County, Arizona, being more particularly described as follows:

Beginning at the northeasterly corner of said parcel which is a point on the south line of Interstate 40;

Thence South 05°43'31" East along the east line of said parcel a distance 375.34 feet to the southeast corner of said parcel;

Thence South 78°05'39" West along the south line of said parcel a distance of 1,250.52 feet to a point on the east line of Cortland Blvd.;

Thence South 79°04'33" West along the north line of Cortland Blvd. a distance of 88.01 feet;

Thence South 10°57'05" East a distance of 184.27 feet to a point which is the beginning of a curve, concave to the west and having a radius of 448.67 feet;

Thence southerly along said curve and the west line of Cortland Blvd. a distance of 147.49 feet through a central angle of 18°50'06";

Thence South 06°43'11" West along the west line of Cortland Blvd. a distance of 9.88 feet

Thence North 88°34'59" West along the south line of said parcel a distance of 422.12 feet to a point on the west line of said parcel;

Thence North 00°28'03" East along the west line of said parcel a distance of 385.01 feet;

Thence continue North 00°28'03" West along the west line of said parcel a distance of 292.61 feet to the northwest corner of said parcel and a point on the south line of Interstate 40;

Thence North 76°26'10" East along the south line of Interstate 40 a distance of 248.99 feet to a point which is the beginning of a non-tangent curve, concave to the south and having a radius of 9,000.00 feet and to which beginning a radial line bears North 12°32'20 West;

Thence northeasterly along said curve and along the south line of Interstate 40 a distance of 770.40 feet through a central angle of 04°54'16";

Thence North 81°21'17" East along the south line of Interstate 40 a distance of 391.59 feet to a point which is the beginning of a non-tangent curve, concave to the south and having a radius of 14,123.95 feet and to which beginning a radial line bears North 07°09'02" West;

Thence northeasterly along said curve and along the south line of Interstate 40 a distance of 279.49 feet through a central angle of 01°08'03" to the True Point of Beginning;

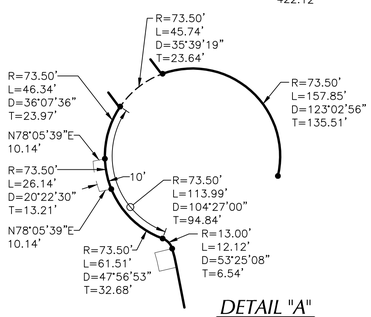
Said parcel contains 839,167 sq. ft. or 19.26462 acres of land more or less as shown on attached Exhibit B which by this reference is made a part hereof.

ADEQUATE WATER SUPPLY

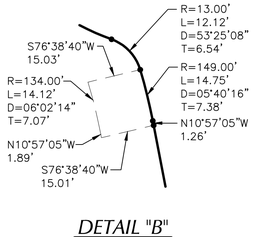
THE CITY OF FLAGSTAFF PROVIDES WATER (UTILITY) SERVICE PURSUANT TO STATE LAW AND IS CURRENTLY OPERATING UNDER A DESIGNATION OF ADEQUATE WATER SUPPLY GRANTED BY THE ARIZONA DEPARTMENT OF WATER RESOURCES, APPLICATION No. 41-900002.0002.

PROJECT INFORMATION

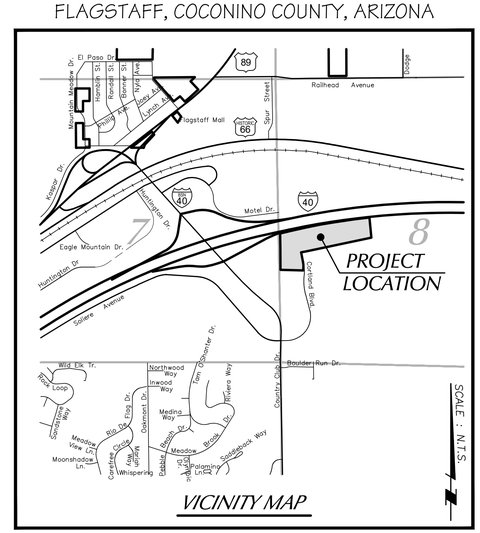
PROJECT NAME:	THE LOFTS AT CONTINENTAL
PROJECT LOCATION:	5531 E. CORTLAND BLVD. PER COCONINO COUNTY GIS
APN NUMBER:	113-37-001E
TOTAL ACREAGE:	19.26462± (839,167 S.F.)
NUMBER OF PARCELS:	3
TOTAL NUMBER OF UNITS (ON PARCEL "C"):	139
REGIONAL PLAN DESIGNATION:	SUBURBAN EXISTING
CURRENT ZONING DISTRICT:	(HC) HIGHWAY COMMERCIAL (LI-O) LIGHT INDUSTRIAL OPEN (RD) RESEARCH & DEVELOPMENT
PROPOSED ZONING DISTRICT:	(HR) HIGH DENSITY RESIDENTIAL
CURRENT USE:	VACANT
LOCATED WITHIN R.P.O. ZONE:	YES
OWNER:	MONGINI & SELNA TRUST PO BOX 35 JEROME, AZ. 86331 (928) 699-4381
DEVELOPER:	MIRAMONTE HOLDINGS, LLC 2502 E. RIVER ROAD TUCSON, AZ. 85718 (928) 774-0028



DETAIL "A"
SCALE: 1"=60'



DETAIL "B"
SCALE: 1"=20'



VICINITY MAP

CONCEPTUAL PLAT FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

SHEET NO. 1 OF 11

COF PROJECT # PZ-20-00183

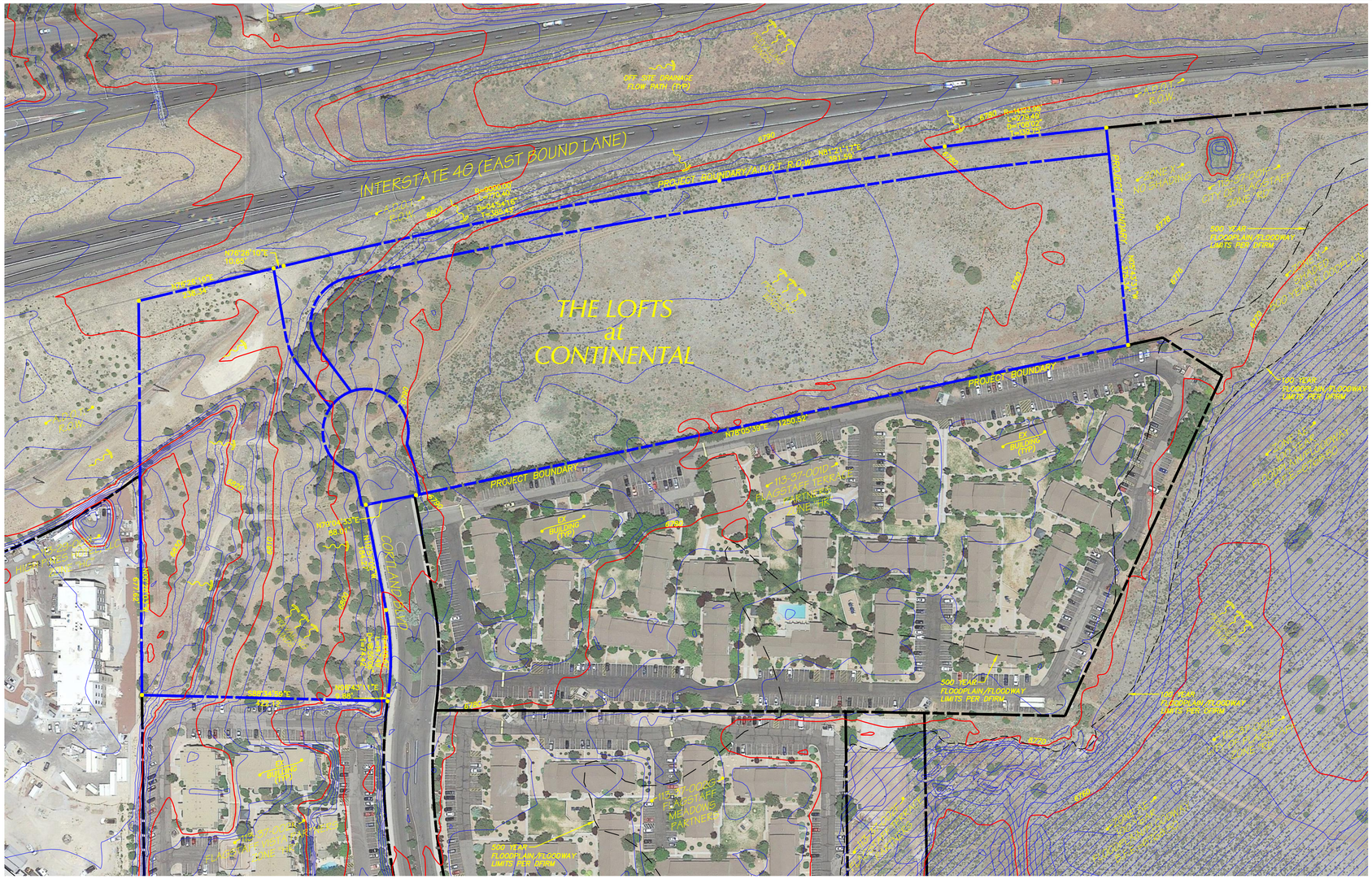
CONCEPT-4

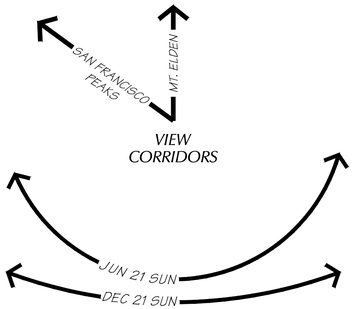
Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

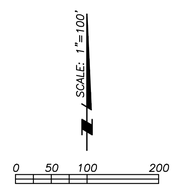
Registered Professional Engineer CERTIFICATE NO. 29312 ROBERT D. BEGLEY Date Signed 11/23/21 ARIZONA U.S.A.

THE LOFTS AT CONTINENTAL
CONCEPTUAL PLAT
11/23/21
MES# 20356

DATE: 11/23/21 | REVISIONS:
PROJECT NO. 20356
FN: SHEET-01.DWG
DESIGNED BY: MKE
DRAWN BY: MKE
VERT SCALE: N/A
HOR SCALE: 1"=60'
CHECKED BY: KVH/RDB







INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

CONCEPTUAL PLAT FOR THE LOFTS at CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

MIRAMONTE HOMES

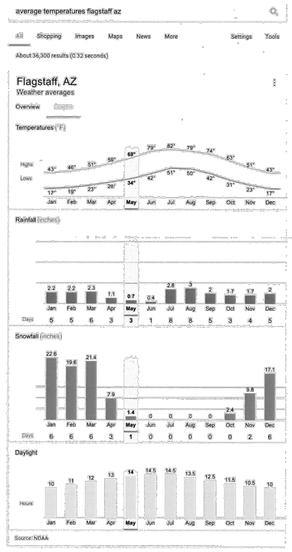
SLOPES

THERE ARE NO SLOPES LOCATED WITHIN THE PROJECT AREA

PRECIPITATION PATTERN NOTE

THERE ARE TWO DISTINCT PERIODS OF PRECIPITATION IN FLAGSTAFF. THE FIRST OCCURS DURING THE WINTER MONTHS FROM NOVEMBER THROUGH APRIL WHEN THE JET STREAM CAN BE LOCATED OVER THE STATE ALLOWING PACIFIC STORM SYSTEMS TO MOVE OVERHEAD. THE OTHER DISTINCT PERIOD IS CLASSIFIED AS THE SUMMER RAINY SEASON, OR 'SUMMER MONSOON.' THE MONSOON RAINY PERIOD USUALLY OCCURS DURING JULY AND AUGUST WHEN MOST OF ARIZONA IS SUBJECTED TO WIDESPREAD THUNDERSTORM ACTIVITY. THESE THUNDERSTORMS ARE EXTREMELY VARIABLE IN INTENSITY AND LOCATION AND OCCUR MAINLY BETWEEN THE HOURS OF 11 a.m AND 6 p.m.. SOME OF THESE STORMS CAN REACH SEVERE LEVELS, WITH LARGE HAIL, DAMAGING WINDS, AND OCCASIONALLY EVEN A TORNADO. (EXCERPT FROM THE CITY OF FLAGSTAFF SUSTAINABILITY PROGRAM RECOMMENDATIONS - CLIMATE SECTION - DATED OCTOBER 17, 2012)

WEATHER AVERAGES CHART



SOIL PROPERTIES

SOILS ARE BROLLIAR STONY CLAY LOAM WITH 0-2% SLOPES BASED ON INFORMATION PROVIDED BY THE U.S DEPT. OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE - CUSTOM SOIL RESOURCE REPORT (DATED JUNE 26, 2018)

COF PROJECT # PZ-20-00183

Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

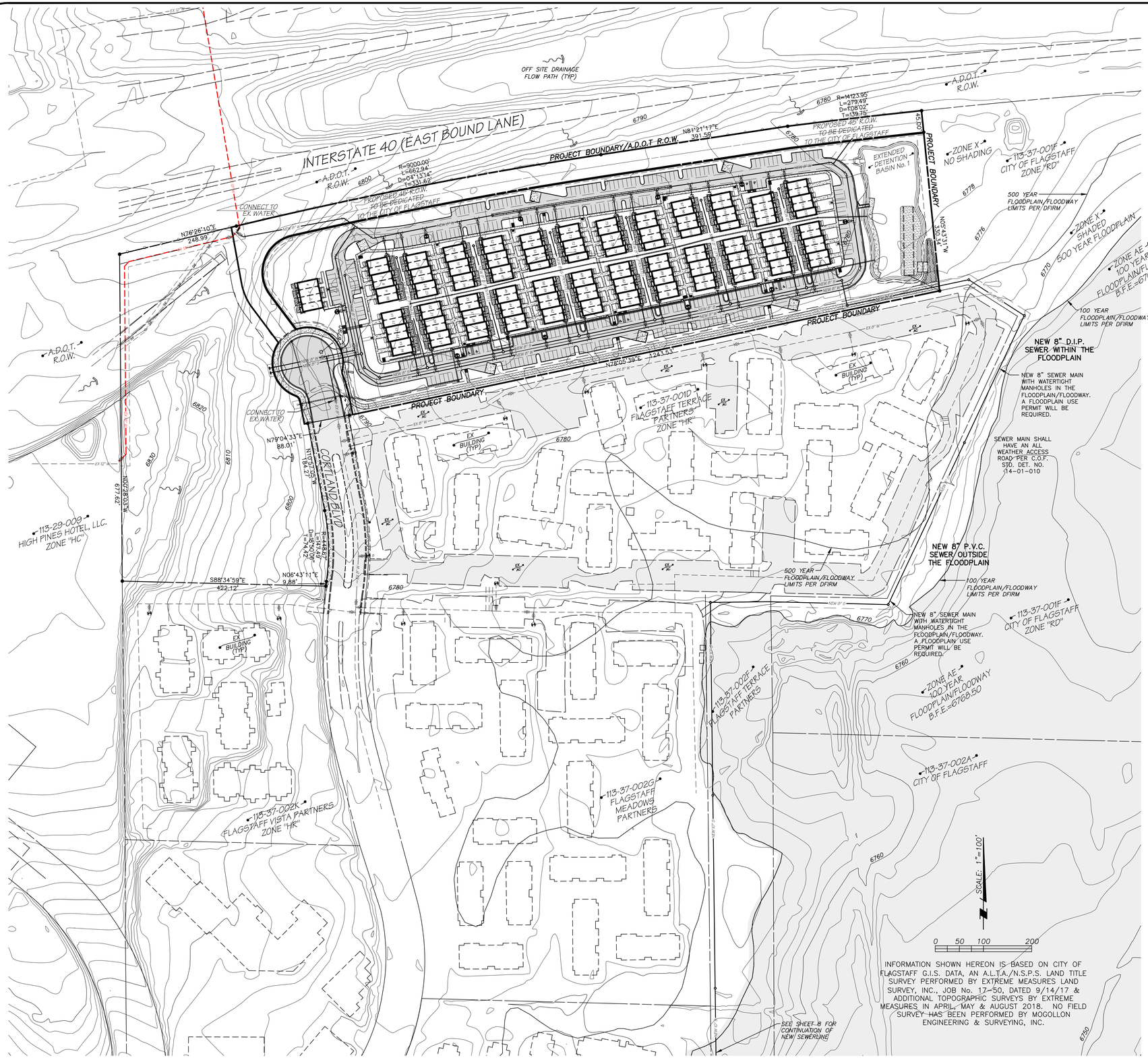
Registered Professional Engineer
CERTIFICATE NO.
29312
ROBERT D. BEGLEY
Date Signed 11/23/21
ARIZONA U.S.A.

THE LOFTS at CONTINENTAL
SITE ANALYIS MAP
11/23/21
MES# 20356

DATE: 11/23/21
DESIGNED BY: MME
DRAWN BY: MME
CHECKED BY: RDB
PROJECT NO. 20356
FN: SITE-ANALYSIS-MAP
VERT SCALE: N/A
HOR SCALE: 1"=100'
REVISIONS:

CONCEPTUAL PLAT
FOR
THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA



THE LOFTS AT CONTINENTAL
CONCEPTUAL PLAT
AREA MAP

11/23/21
MES# 20356

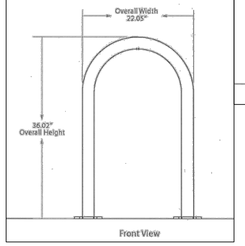
Mogollon Inc
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411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

Registered Professional Engineer
CERTIFICATE NO.
29312
ROBERT D. BEGLEY
Date Signed 11/23/21
ARIZONA U.S.A.

DATE: 11/23/21 | PROJECT NO. 20356 | REVISIONS:
DESIGNED BY: MME | FN: SHEET-03.DWG
DRAWN BY: MME | VERT SCALE: N/A
CHECKED BY: KVM/RDB | HOR SCALE: 1"=100'

Specification Sheet

Park-It 2 Bike Rack, Surface Mount



Material	Finish	Dimensions	Weight
Steel tubing	Powder-coated black	22.05" w x 36.02" h Footprint: 25.2" w x 36.02" h	22 lbs.

Type of Mount: Surface mount

Size of Tubing: 1-7/8" O.D. x 11-gauge

BIKE RACK SPECIFICATIONS

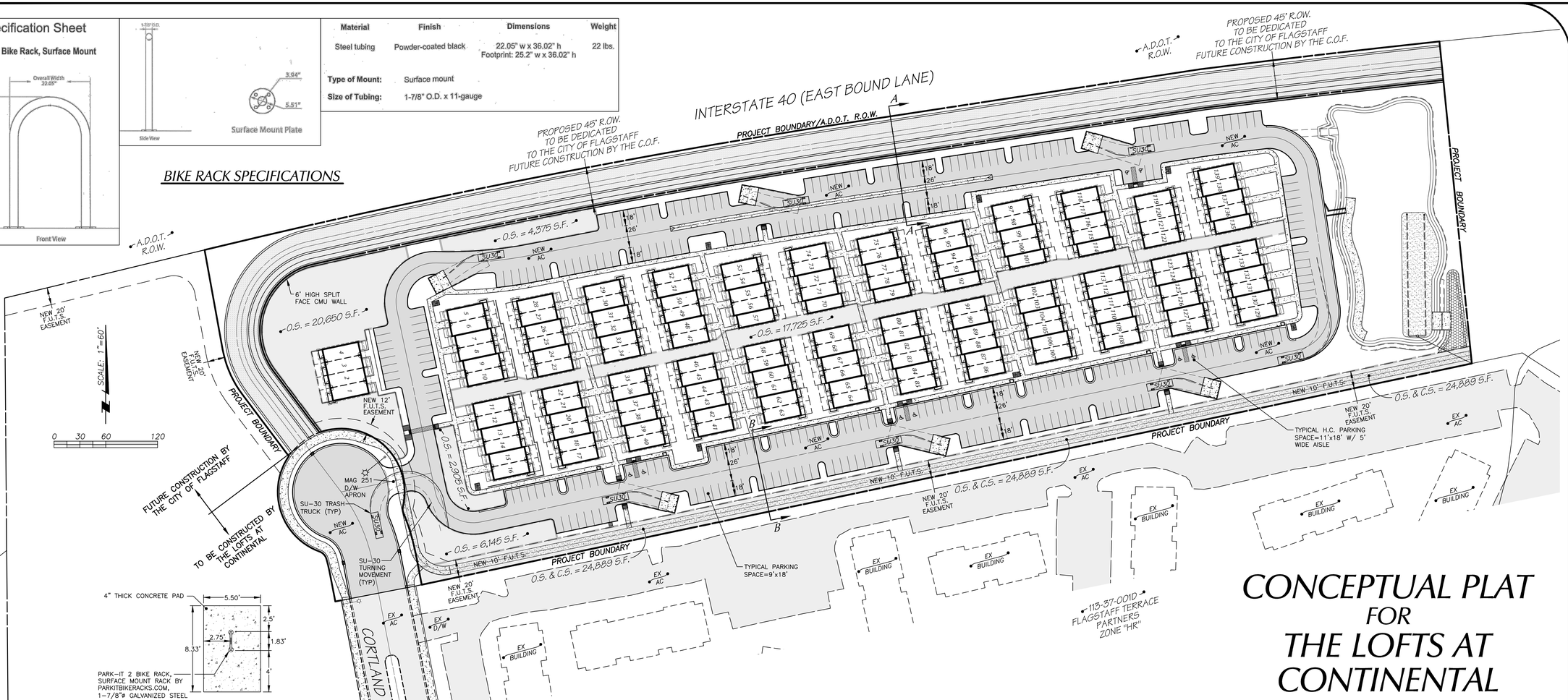
14.5 REQUIRED (16 SPACES PROVIDED)

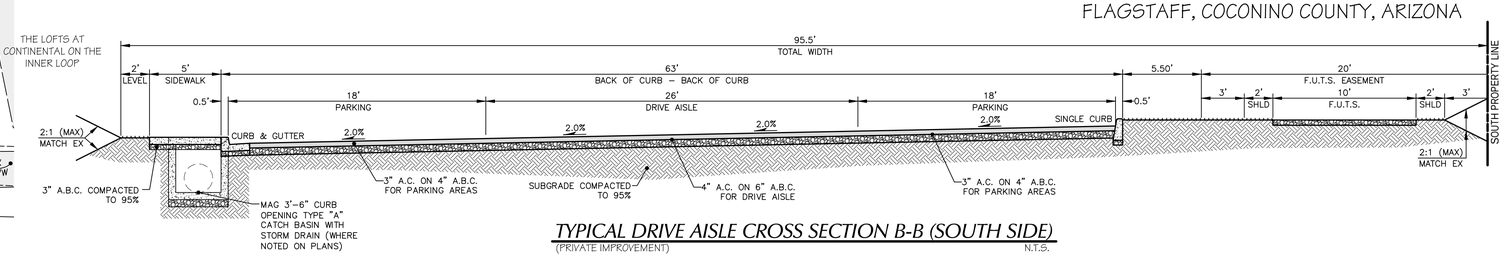
CONCRETE BIKE PARKING PAD

(PRIVATE IMPROVEMENT) N.T.S.

OPEN & CIVIC SPACE CALCULATIONS

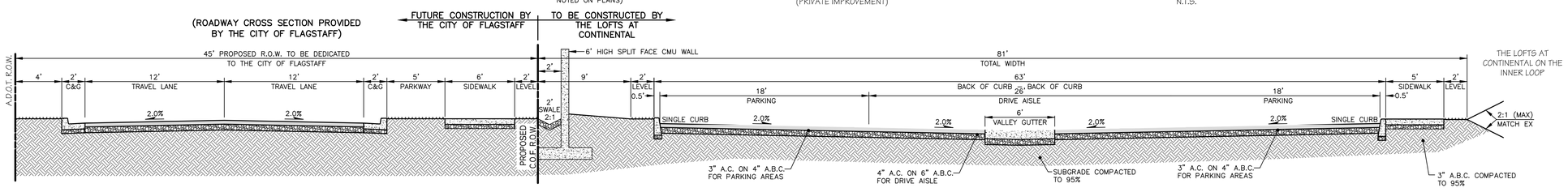
DEVELOPABLE LAND (POST R.O.W. DEDICATION):	489,124 S.F.
15% REQUIRED OPEN SPACE (O.S.):	73,369 S.F.
5% REQUIRED CIVIC SPACE (C.S.):	24,456 S.F.
OPEN SPACE (O.S.) PROVIDED:	76,689 S.F.
CIVIC SPACE (C.S.) PROVIDED:	24,889 S.F.





TYPICAL DRIVE AISLE CROSS SECTION B-B (SOUTH SIDE)

(PRIVATE IMPROVEMENT) N.T.S.



TYPICAL DRIVE AISLE CROSS SECTION A-A (NORTH SIDE)

(PRIVATE IMPROVEMENT) N.T.S.

CONCEPTUAL PLAT FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

THE LOFTS AT CONTINENTAL 11/23/21
CONCEPTUAL PLAT
PROPOSED ACCESS & VEHICULAR CIRCULATION MES# 20356

Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

Registered Professional Engineer CERTIFICATE NO. 29312 ROBERT D. BEGLEY Date Signed 11/23/21 ARIZONA U.S.A.

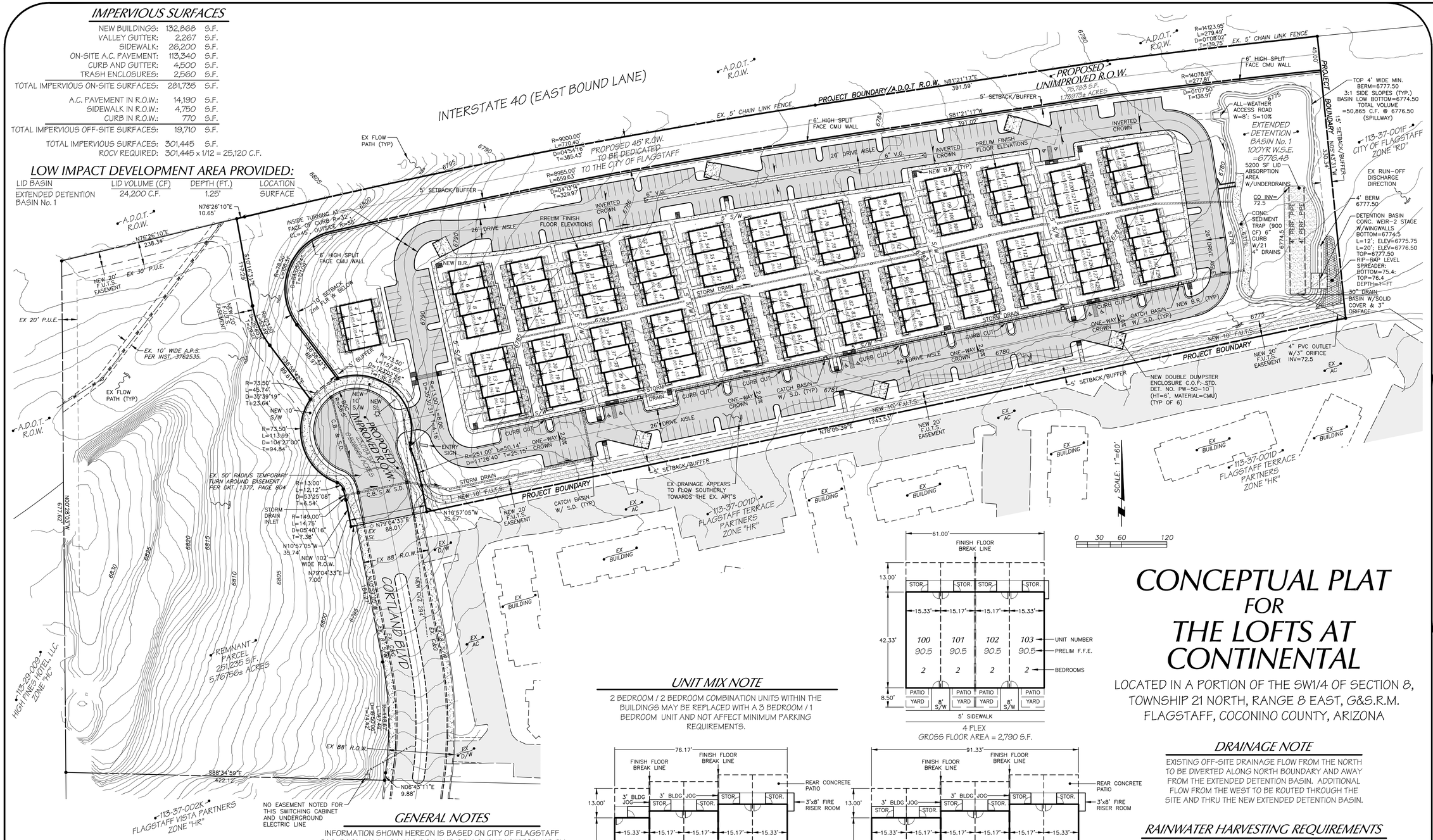
DATE: 11/23/21 | DESIGNED BY: MME | DRAWN BY: MME | CHECKED BY: KVH/RDB
PROJECT NO. 20356 | FN: SHEET-04.DWG | VERT SCALE: N/A | HOR SCALE: 1"=60'
REVISIONS:

IMPERVIOUS SURFACES

NEW BUILDINGS:	132,868	S.F.
VALLEY GUTTER:	2,267	S.F.
SIDEWALK:	26,200	S.F.
ON-SITE A.C. PAVEMENT:	113,340	S.F.
CURB AND GUTTER:	4,500	S.F.
TRASH ENCLOSURES:	2,560	S.F.
TOTAL IMPERVIOUS ON-SITE SURFACES:	281,735	S.F.
A.C. PAVEMENT IN R.O.W.:	14,190	S.F.
SIDEWALK IN R.O.W.:	4,750	S.F.
CURB IN R.O.W.:	770	S.F.
TOTAL IMPERVIOUS OFF-SITE SURFACES:	19,710	S.F.
TOTAL IMPERVIOUS SURFACES:	301,445	S.F.
ROCV REQUIRED:	301,445 x 1/12 = 25,120 C.F.	

LOW IMPACT DEVELOPMENT AREA PROVIDED:

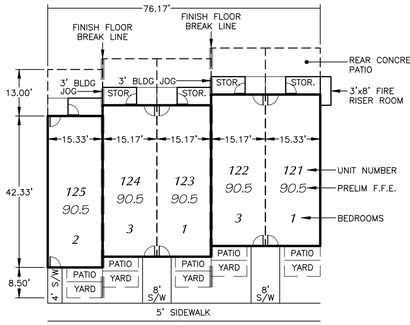
LID BASIN	LID VOLUME (CF)	DEPTH (FT.)	LOCATION
EXTENDED DETENTION BASIN No. 1	24,200 C.F.	1.25'	SURFACE



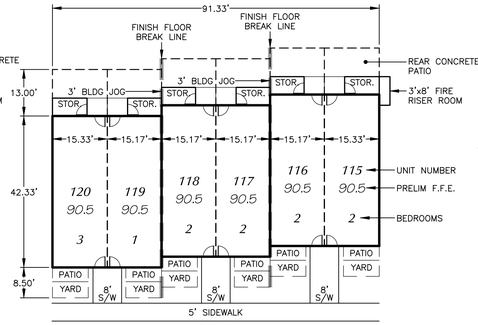
4 PLEX
GROSS FLOOR AREA = 2,790 S.F.

UNIT MIX NOTE

2 BEDROOM / 2 BEDROOM COMBINATION UNITS WITHIN THE BUILDINGS MAY BE REPLACED WITH A 3 BEDROOM / 1 BEDROOM UNIT AND NOT AFFECT MINIMUM PARKING REQUIREMENTS.



5 PLEX
GROSS FLOOR AREA = 3,465 S.F.



6 PLEX
GROSS FLOOR AREA = 4,177 S.F.

PRELIMINARY BUILDING FOOTPRINTS
SCALE: 1"=20'

UNIT COUNT and PARKING INFORMATION

PARKING CALCULATIONS:	TOTAL No. OF UNITS		PARKING REQUIRED PER UNIT		PARKING SPACES
STUDIO UNITS:	0	x	1.25		0
ONE BEDROOM UNITS:	30	x	1.5		45
TWO BEDROOM UNITS:	79	x	2		158
THREE BEDROOM UNITS:	30	x	2		60
TOTAL UNITS:	139				263

VISITOR PARKING:	0.25/EACH 2+ BEDROOM = 109 x 0.25 = 27.25 (27)
REQUIRED PARKING:	290 SPACES REQUIRED
TOTAL AUTOMOBILE PARKING PROVIDED:	290 (INCLUDING 8 H.C. SPACES)
TOTAL BICYCLE PARKING PROVIDED:	0.05 x 290 = 14.5 REQUIRED (16 SPACES PROVIDED) (SEE SHEET 4 FOR BIKE RACK DETAIL AND SPEC'S)

GENERAL NOTES

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

GRADING NOTE

PROPOSED SITE GRADING SHALL BE IN ACCORDANCE WITH CITY OF FLAGSTAFF ENGINEERING STANDARDS AND THE RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT. OVERALL SITE IS TO BE GRADED TO DRAIN TO THE PROPOSED DETENTION BASIN & STORM WATER CONVEYANCES WILL BE DESIGNED and CONSTRUCTED IN ACCORDANCE WITH CITY OF FLAGSTAFF STORM WATER STANDARDS.

CONCEPTUAL PLAT FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

DRAINAGE NOTE

EXISTING OFF-SITE DRAINAGE FLOW FROM THE NORTH TO BE DIVERTED ALONG NORTH BOUNDARY AND AWAY FROM THE EXTENDED DETENTION BASIN. ADDITIONAL FLOW FROM THE WEST TO BE ROUTED THROUGH THE SITE AND THRU THE NEW EXTENDED DETENTION BASIN.

RAINWATER HARVESTING REQUIREMENTS

USE ALL NATIVE/DROUGHT TOLERANT PLANTS IN COMPLIANCE WITH COF LANDSCAPING STANDARDS AND UTILIZE PASSIVE RAINWATER HARVESTING.

CLEAR VIEW ZONES

POSTED SPEED LIMIT = 25
DESIGN SPEED = 25 MPH (COMMERCIAL LOCAL)
14.5' FROM MAJOR ROAD TRAVEL WAY

CASE B1 LEFT TURN FROM MINOR
I.S.D. TO LEFT = 1.47(25)(7.5+0.5)=294'

Mogollon Inc ENGINEERING &SURVEYING
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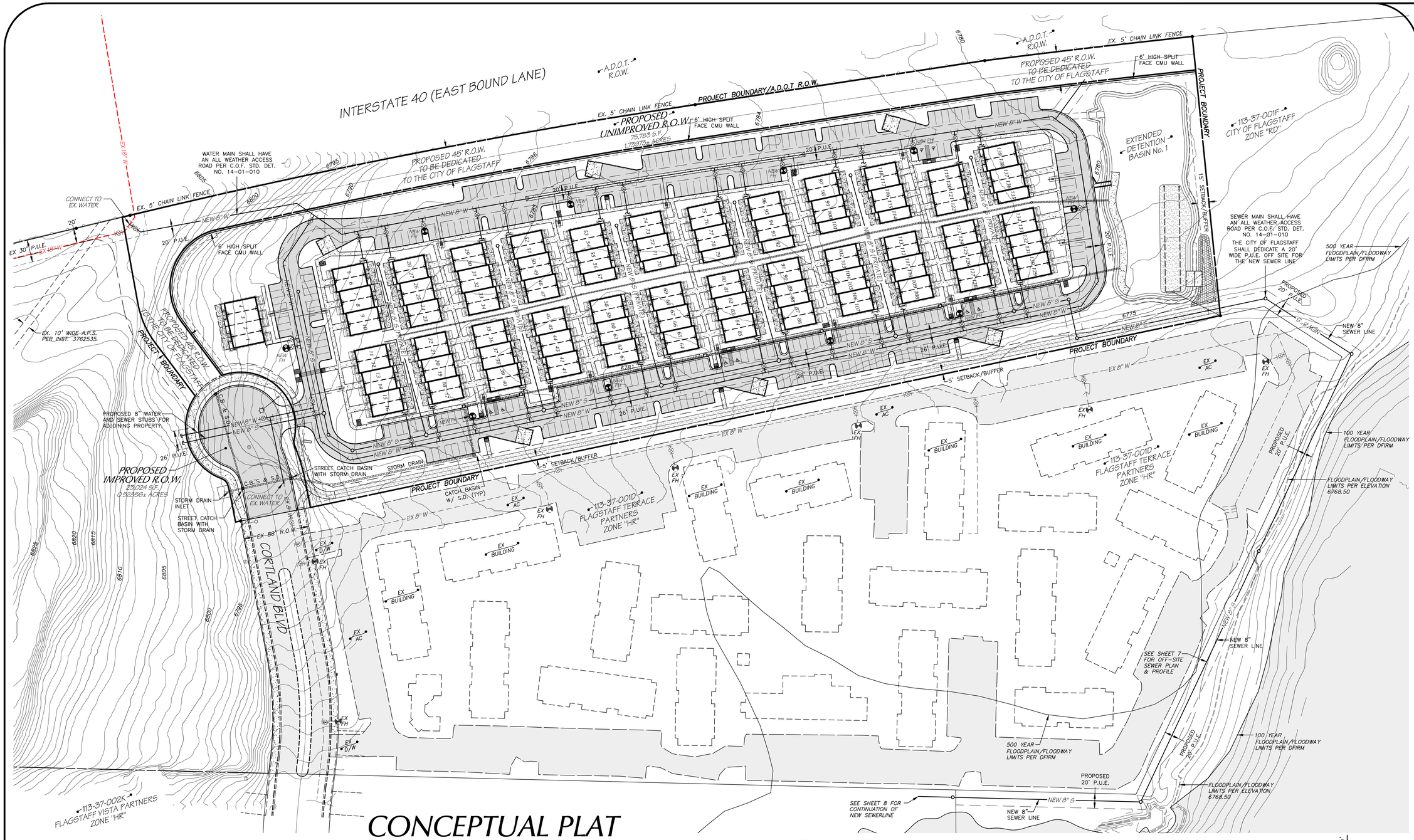
Registered Professional Engineer CERTIFICATE NO. 29312 ROBERT D. BEGLEY Date Signed 11/23/21 ARIZONA U.S.A.

11/23/21
MES# 20356

THE LOFTS AT CONTINENTAL
CONCEPTUAL PLAT
PRELIMINARY GRADING & DRAINAGE

DATE: 11/23/21 | PROJECT NO. 20356 | REVISIONS:
DESIGNED BY: MME | FN: SHEET-05.DWG
DRAWN BY: MME | VERT SCALE: N/A | HOR SCALE: 1"=60'
CHECKED BY: KVH/RDB

COF PROJECT # PZ-20-00183



CONCEPTUAL PLAT
FOR
THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

P.U.E.'s FOR WATER & SEWER

EASEMENTS ARE NOT FULLY LABELED FOR CLARITY:
(2) UTILITY LINES = 26' WIDE P.U.E.
(1) UTILITY LINE = 20' WIDE P.U.E.
FIRE HYDRANT LINES = 6' WIDE P.U.E. EXTENDED 3' BEYOND F.H.
WATER METER = 6' WIDE P.U.E. EXTENDED 3' BEYOND W.M.

PUBLIC WATER & SEWER MAINS

ALL NEW 8" WATER & SEWER MAINS SHALL BE PUBLIC.

WATER & SEWER SERVICES

ALL NEW SEWER SERVICES SHALL BE 4" MINIMUM AND ALL NEW WATER SERVICES SHALL BE A 1". FIRE SPRINKLER LINE SIZE SHALL BE DETERMINED.

FIRE PREVENTION

A NFPA 13R FIRE SPRINKLER SYSTEM IS REQUIRED FOR THIS PROJECT.

BACKFLOW PREVENTION

BACKFLOW PREVENTION SHALL BE IN ACCORDANCE WITH CITY CODE SECTION 7-03-001-0015

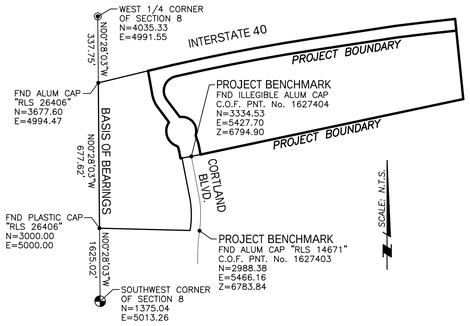
Mogollon Inc ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

Registered Professional Engineer
CERTIFICATE NO. 29312
ROBERT D. BEGLEY
Date Signed 11/23/21
ARIZONA U.S.A.

THE LOFTS AT CONTINENTAL
CONCEPTUAL PLAT
PROPOSED UNDERGROUND UTILITIES
11/23/21
MES# 20356

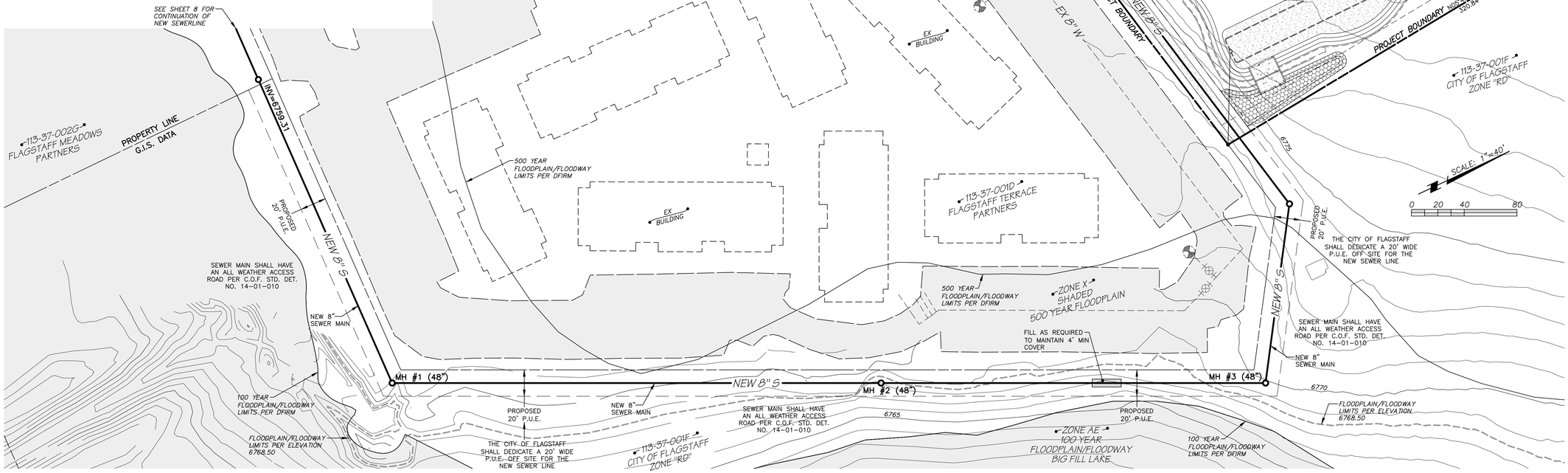
DATE: 11/23/21
PROJECT NO. 20356
REVISIONS:
DESIGNED BY: MNE
DRAWN BY: MNE
FN: SHEET-06.DWG
VERT SCALE: N/A
HOR SCALE: 1"=60'
CHECKED BY: KVH/RDB

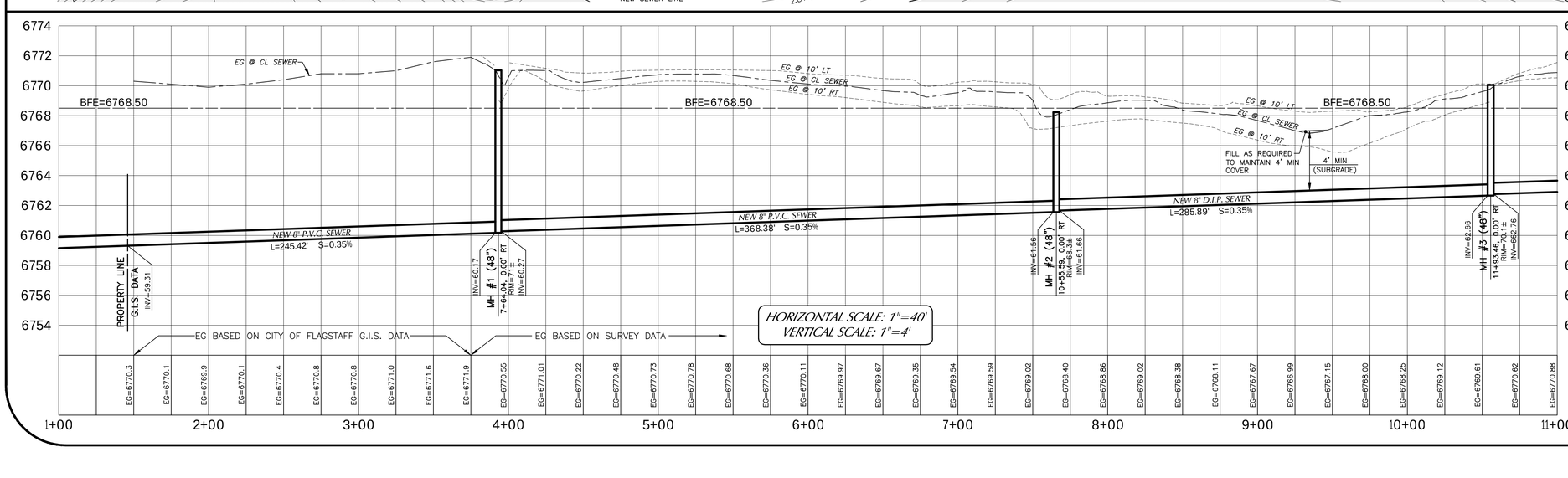
SHEET NO. 6 OF 11
CONCEPT-4
COF PROJECT # PZ-20-00183



SURVEY CONTROL - BASIS OF BEARINGS & BENCHMARKS

N.T.S.





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CONCEPTUAL PLAT FOR THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

SHEET NO. 7 OF 11

CONCEPT-4

COF PROJECT # PZ-20-00183

THE LOFTS AT CONTINENTAL
CONCEPTUAL PLAT
PROPOSED OFF-SITE SEWER (NORTH)
11/23/21
MES# 20356

Mogollon Inc
ENGINEERING &SURVEYING
411 N. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

Registered Professional Engineer
CERTIFICATE NO.
29312
ROBERT D. BEGLEY
Date Signed 11/23/21
ARIZONA U.S.A.

DATE: 11/23/21
DESIGNED BY: MME
DRAWN BY: MME
CHECKED BY: KVH/RDB
PROJECT NO. 20356
FN: SHEET-07.DWG
VERT. SCALE: 1"=4'
HOR. SCALE: 1"=40'
REVISIONS

CONCEPTUAL PLAT
FOR
THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

SCALE: 1"=60'

0 30 60 120



INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

SHEET NO. 8 OF 11

CONCEPT-4

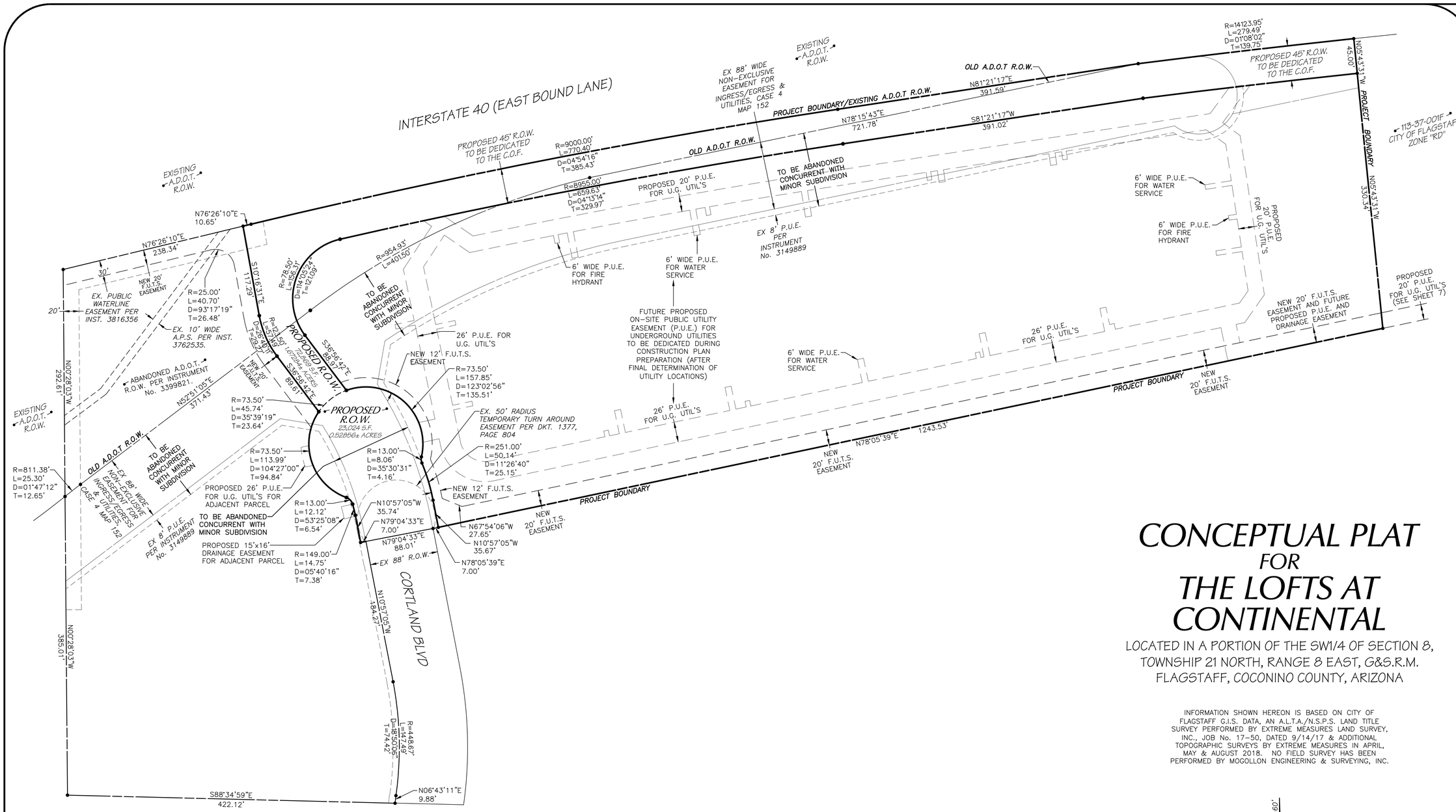
COF PROJECT # PZ-20-00183

THE LOFTS AT CONTINENTAL
CONCEPTUAL PLAT
PROPOSED OFF-SITE SEWER (SOUTH)
11/23/21
MES# 20356

Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

Registered Professional Engineer
CERTIFICATE NO. 29312
ROBERT D. BEGLEY
Date Signed 11/23/21
ARIZONA U.S.A.

DATE: 11/23/21 | PROJECT NO. 20356 | REVISIONS:
DESIGNED BY: MME | FN: SHEET-08.DWG | VERT SCALE: 1"=4'
DRAWN BY: MME | HOR SCALE: 1"=60'
CHECKED BY: KVH/RDB



CONCEPTUAL PLAT
FOR
THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

SCALE: 1"=60'

0 30 60 120

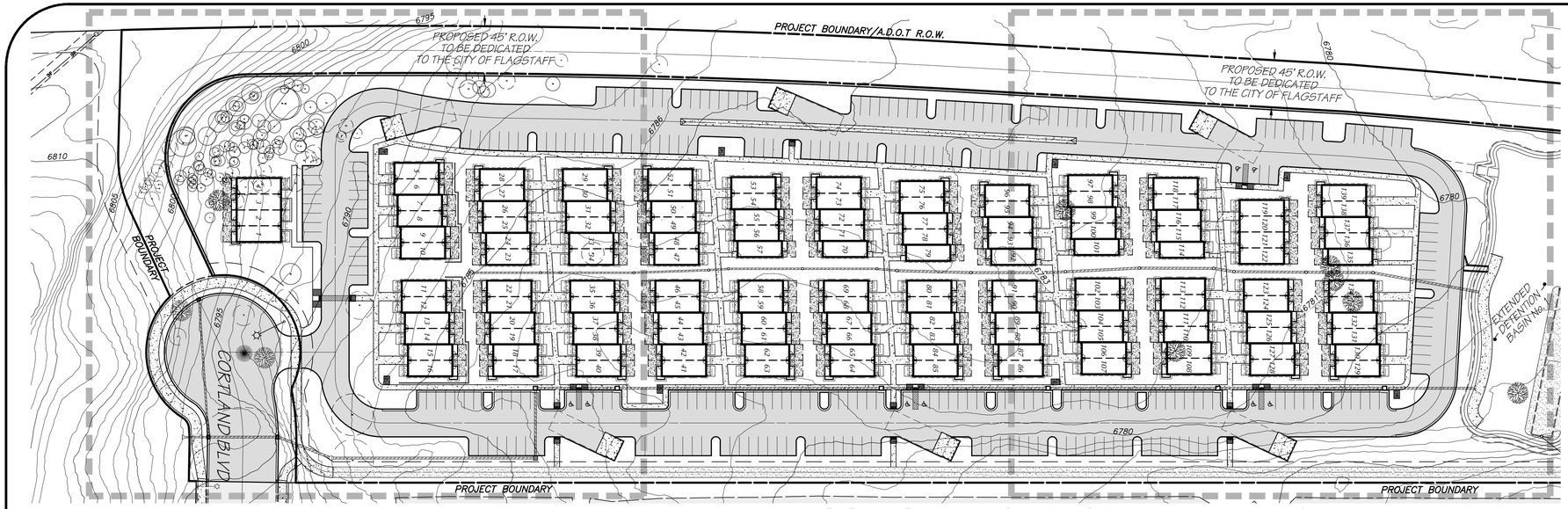
Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

Registered Professional Engineer
CERTIFICATE NO. 29312
ROBERT D. BEGLEY
Date Signed 11/23/21
ARIZONA U.S.A.

THE LOFTS AT CONTINENTAL
CONCEPTUAL PLAT
PROPOSED EASEMENTS & ABANDONMENTS

11/23/21
MES# 20356

DATE: 11/23/21 | PROJECT NO. 20356 | REVISIONS:
DESIGNED BY: MME | FN: SHEET-04.DWG | VERT SCALE: N/A
DRAWN BY: MME | HOR SCALE: 1"=60'
CHECKED BY: KVH/RDB



SCALE: 1"=60'

0 30 60 120

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

SEE ENLARGEMENT BELOW FOR THE WESTERLY PORTION OF THE PROJECT

SEE ENLARGEMENT BELOW FOR THE EASTERLY PORTION OF THE PROJECT

CONCEPTUAL PLAT FOR THE LOFTS AT CONTINENTAL

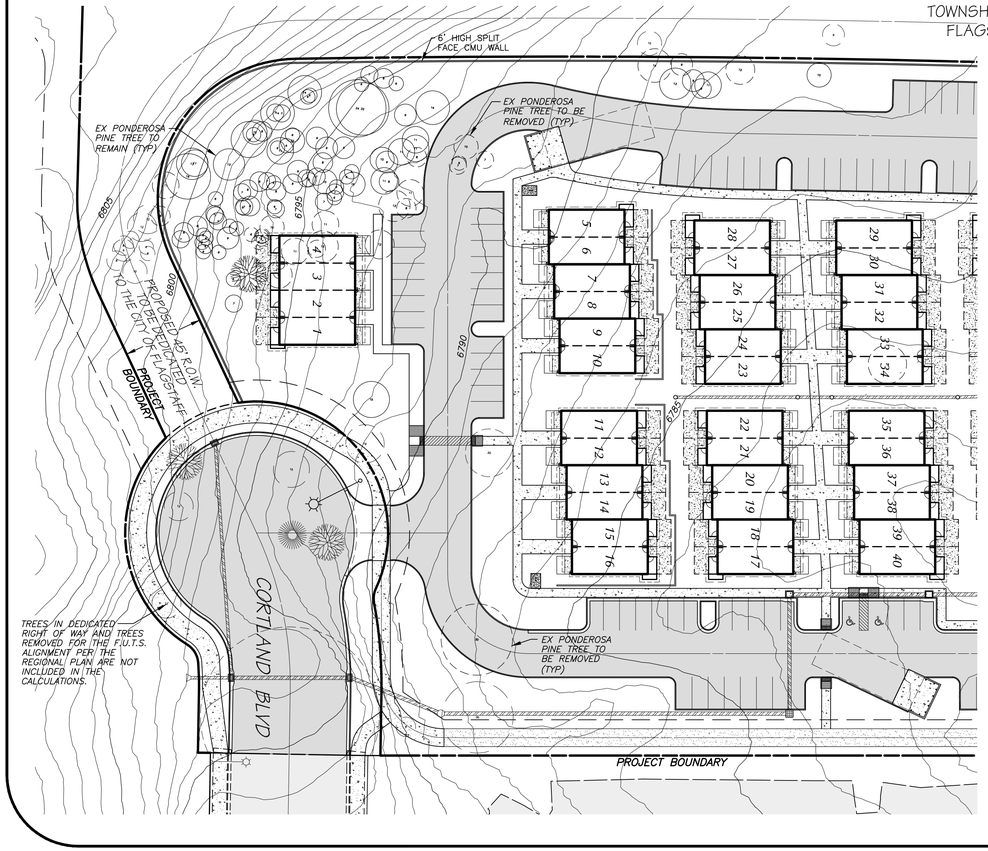
LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

URBAN / RURAL FLOODPLAIN

THERE IS NO RURAL OR URBAN FLOOD PLAIN LOCATED ON THIS SITE

PRELIMINARY LANDSCAPE CALCULATIONS

STREET BUFFER:	227 L.F / 25 = 9 P.U.
PERIPHERAL BUFFER:	3,136 L.F. / 25 = 125 P.U.
BUILDING FOUNDATION 4 PLEX:	482 L.F. / 25 = 19 P.U.
BUILDING FOUNDATION 5 PLEX:	1,995 L.F. / 25 = 80 P.U.
BUILDING FOUNDATION 6 PLEX:	5,200 L.F. / 25 = 208 P.U.
PARKING:	230 / (5 / 2) = 73 P.U.
TOTAL PLANT UNITS (P.U.):	514 P.U.
PLANT UNIT:	1 TREE, 2 SRUBS & 2 GROUNDCOVER
NUMBER OF TREES REQUIRED:	514
NUMBER OF SHRUBS REQUIRED:	1,028
NUMBER OF GROUNDCOVERS REQUIRED:	1,028



SCALE: 1"=40'

0 20 40 80

THERE ARE NO RESOURCES TO BE PROTECTED IN THE MIDDLE OF THE SITE

RESOURCE PROTECTION

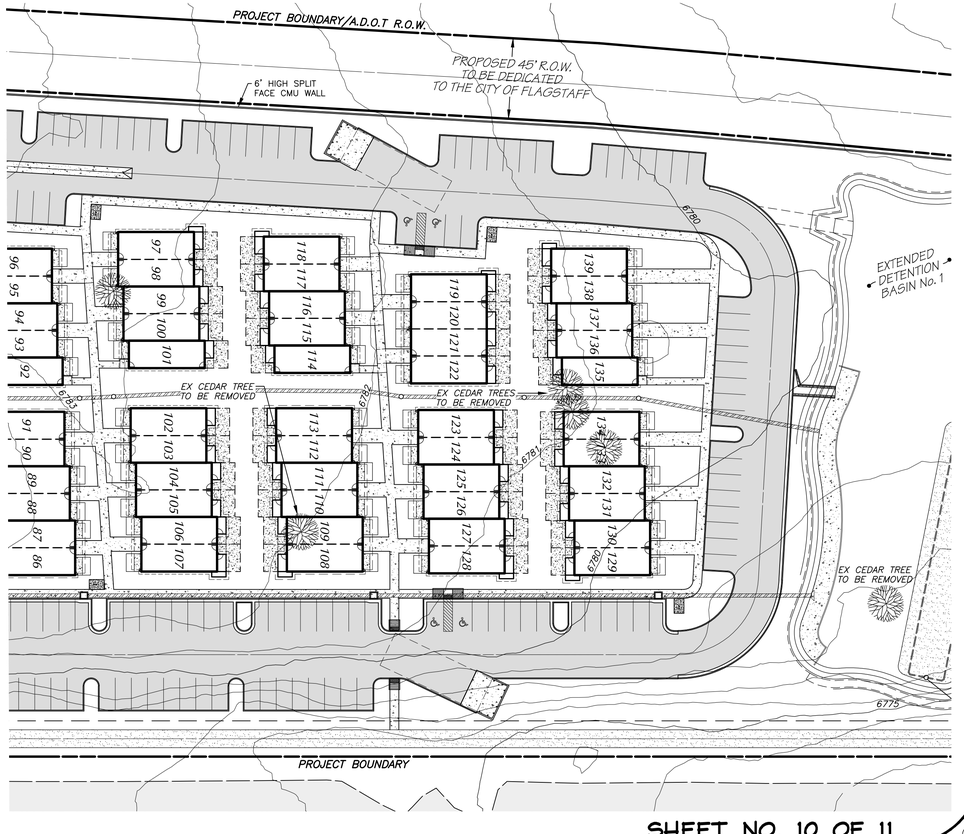
PRE DEVELOPMENT TREE POINTS

1 POINT TREES	67	x 1	=	67
2 POINT TREES	30	x 2	=	60
4 POINT TREES	12	x 4	=	48
8 POINT TREES	4	x 8	=	32
20 POINT TREES	1	x 20	=	20
TOTAL TREE POINTS			=	227
50% OF TOTAL			=	114

POST DEVELOPMENT TREE POINTS

1 POINT TREES	55	x 1	=	55
2 POINT TREES	20	x 2	=	40
4 POINT TREES	8	x 4	=	32
8 POINT TREES	3	x 8	=	24
20 POINT TREES	0	x 20	=	0
TOTAL TREE POINTS			=	151
TREE SAVE PERCENTAGE			=	66.2%

THERE ARE NO SLOPES OVER 17% LOCATED ON THIS SITE



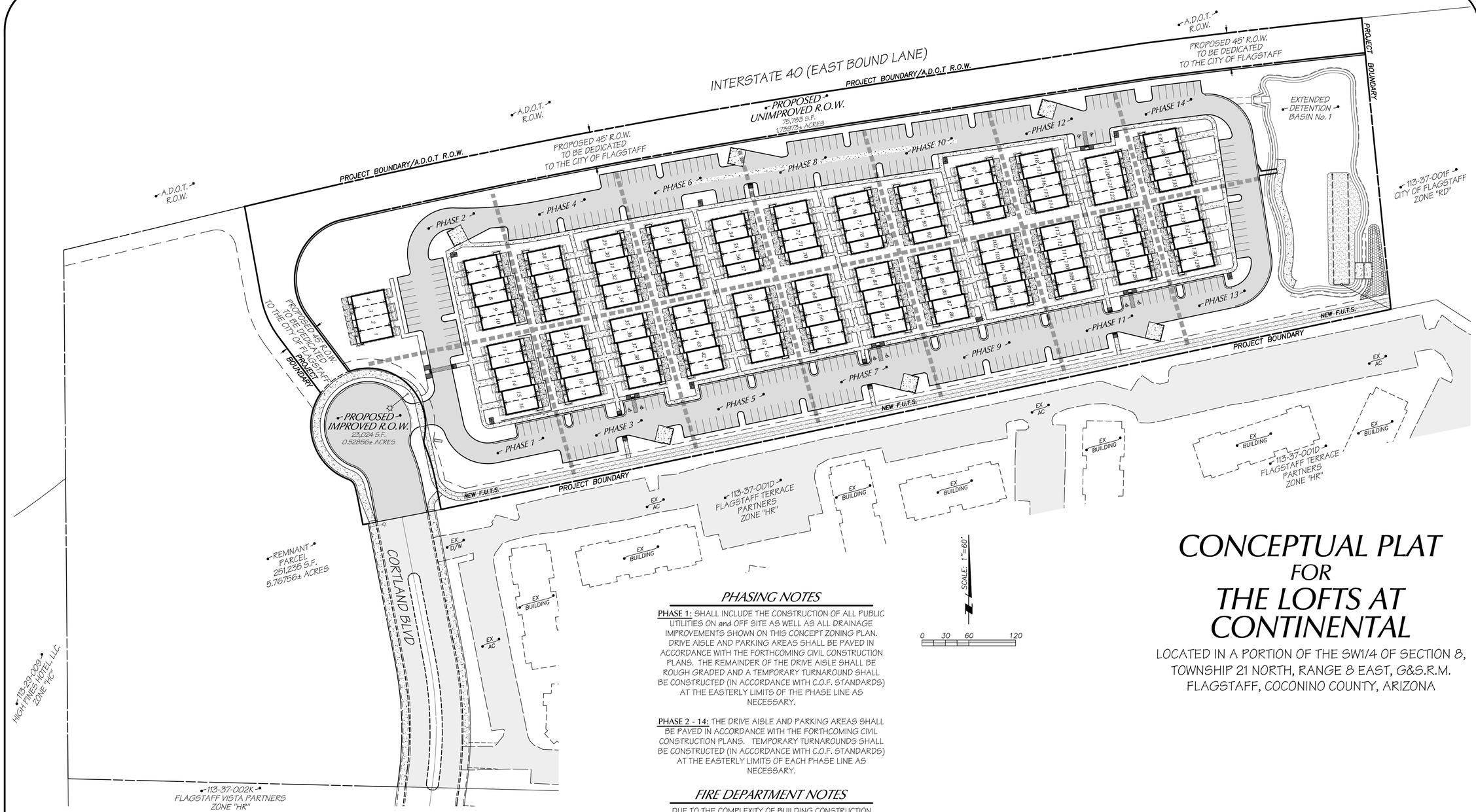
Mogollon Inc
ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

Registered Professional Engineer
CERTIFICATE NO. 29312
ROBERT D. BEGLEY
Date Signed 11/23/21
ARIZONA U.S.A.

THE LOFTS AT CONTINENTAL
CONCEPTUAL PLAT
RESOURCE PROTECTION PLAN & PRELIM LANDSCAPE PLAN MES# 20356

11/23/21

DATE: 11/23/21
DESIGNED BY: MWE
DRAWN BY: MWE
CHECKED BY: KVM/RDB
PROJECT NO: 20356
FN: SHEET-10.DWG
VERT SCALE: N/A
HOR SCALE: 1"=40'&60'
REVISIONS



CONCEPTUAL PLAT
FOR
THE LOFTS AT CONTINENTAL

LOCATED IN A PORTION OF THE SW1/4 OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M. FLAGSTAFF, COCONINO COUNTY, ARIZONA

PHASING NOTES

PHASE 1: SHALL INCLUDE THE CONSTRUCTION OF ALL PUBLIC UTILITIES ON and OFF SITE AS WELL AS ALL DRAINAGE IMPROVEMENTS SHOWN ON THIS CONCEPT ZONING PLAN. DRIVE AISLE AND PARKING AREAS SHALL BE PAVED IN ACCORDANCE WITH THE FORTHCOMING CIVIL CONSTRUCTION PLANS. THE REMAINDER OF THE DRIVE AISLE SHALL BE ROUGH GRADED AND A TEMPORARY TURNAROUND SHALL BE CONSTRUCTED (IN ACCORDANCE WITH C.O.F. STANDARDS) AT THE EASTERLY LIMITS OF THE PHASE LINE AS NECESSARY.

PHASE 2 - 14: THE DRIVE AISLE AND PARKING AREAS SHALL BE PAVED IN ACCORDANCE WITH THE FORTHCOMING CIVIL CONSTRUCTION PLANS. TEMPORARY TURNAROUNDS SHALL BE CONSTRUCTED (IN ACCORDANCE WITH C.O.F. STANDARDS) AT THE EASTERLY LIMITS OF EACH PHASE LINE AS NECESSARY.

FIRE DEPARTMENT NOTES

DUE TO THE COMPLEXITY OF BUILDING CONSTRUCTION PHASING, THE FIRE DEPARTMENT WILL REQUIRE A MEETING WITH THE CITY OF FLAGSTAFF BUILDING DEPT., FIRE DEPT., ENGINEERING DEPT. AND THE PLANNING DEPT. PRIOR TO COMMENCEMENT OF BUILDING CONSTRUCTION ACTIVITIES. AT A MINIMUM THE FIRE DEPARTMENT WILL REQUIRE THE FOLLOWING:

1: WATER SUPPLY WILL BE REQUIRED AS FOR PHASES PRIOR TO COMBUSTIBLES BEING MOVED INTO THE PHASE FOR STORAGE OF ANY OTHER USE.

2: FULL ROADWAY AND PARKING AREAS WILL NEED TO BE COMPLETED FOR EACH INDIVIDUAL PHASE.

3: TEMPORARY TURNAROUNDS WILL BE CONSTRUCTED TO AS AN ALL-WEATHER SURFACE CAPABLE OF SUPPORTING 80,000 GVW. MINIMUM INSIDE TURNING RADIUS SHALL BE 35' AND OUTSIDE TURNING RADIUS SHALL BE A MINIMUM OF 55'

GENERAL NOTES

INFORMATION SHOWN HEREON IS BASED ON CITY OF FLAGSTAFF G.I.S. DATA, AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY PERFORMED BY EXTREME MEASURES LAND SURVEY, INC., JOB No. 17-50, DATED 9/14/17 & ADDITIONAL TOPOGRAPHIC SURVEYS BY EXTREME MEASURES IN APRIL, MAY & AUGUST 2018. NO FIELD SURVEY HAS BEEN PERFORMED BY MOGOLLON ENGINEERING & SURVEYING, INC.

SHEET NO. 11 OF 11

CONCEPT-4

COF PROJECT # PZ-20-00183

Mogollon Inc ENGINEERING &SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Arizona 86001
Phone: 928-214-0214

Registered Professional Engineer
CERTIFICATE NO. 29312
ROBERT D. BEGLEY
Date Signed 11/23/21
ARIZONA U.S.A.

THE LOFTS AT CONTINENTAL
CONCEPTUAL PLAT
PRELIMINARY PHASING PLAN
11/23/21
MES# 20356

DATE: 11/23/21 | PROJECT NO. 20356 | REVISIONS:
DESIGNED BY: MKE | FN: SHEET-11.DWG
DRAWN BY: MKE | VERT SCALE: N/A
CHECKED BY: KVH/RDB | HOR SCALE: 1"=60'

EXHIBIT "A"

The following is a description of a parcel of land, being a portion of the parcel described in Instrument 3695021, Coconino County Records (CCR), situate in section 8, Township 21 North, Range 8 East, G.& S.R.M., Flagstaff, Coconino County, Arizona, being more particularly described as follows:

Beginning at the northeasterly corner of said parcel which is a point on the south line of Interstate 40;

Thence South 05°43'31" East along the east line of said parcel a distance 375.13 feet to the southeast corner of said parcel;

Thence South 78°05'39" West along the south line of said parcel a distance of 1,250.52 feet to a point on the east line of Cortland Blvd.;

Thence South 79°04'33" West along the north line of Cortland Blvd. a distance of 88.01 feet;

Thence continue South 79°04'33" West a distance of 7.00 feet;

Thence North 10°57'05" West a distance of 35.74 feet to a point which is the beginning of a curve concave to the west and having a radius of 149.00 feet;

Thence northwesterly along said curve a distance of 14.75 feet through a central angle of 05°40'16" to the beginning of a compound curve concave to the west having a radius of 13.00 feet;

Thence northwesterly along said curve a distance of 12.12 feet through a central angle of 53°25'08" to the beginning of a reverse curve concave to the east having a radius of 73.50 feet;

Thence northeasterly, northerly, and northwesterly along said curve a distance of 133.99 feet through a central angle of 104°27'00";

Thence North 36°56'42" West a distance of 89.61 feet to a point which is the beginning of a curve, concave to the east having a radius of 123.50 feet;

Thence northwesterly, north, and northeasterly along said curve a distance of 57.49 feet through a central angle of 26°40'11";

Thence North 10°16'31" West a distance of 117.29 feet to a point on the south line of Interstate 40;

Thence North 76°26'10" East along the south line of Interstate 40 a distance of 10.65 feet to a point which is the beginning of a non-tangent curve, concave to the south and having a radius of 9,000.00 feet and to which beginning a radial line bears North 12°32'20 West;

Thence northeasterly along said curve and along the south line of Interstate 40 a distance of 770.40 feet through a central angle of 04°54'16";

Thence North 81°21'17" East along the south line of Interstate 40 a distance of 391.59 feet to a point which is the beginning of a non-tangent curve, concave to the south and having a radius of 14,123.95 feet and to which beginning a radial line bears North 07°09'02" West;

Thence northeasterly along said curve and along the south line of Interstate 40 a distance of 279.56 feet through a central angle of 01°08'03" to the **True Point of Beginning**;

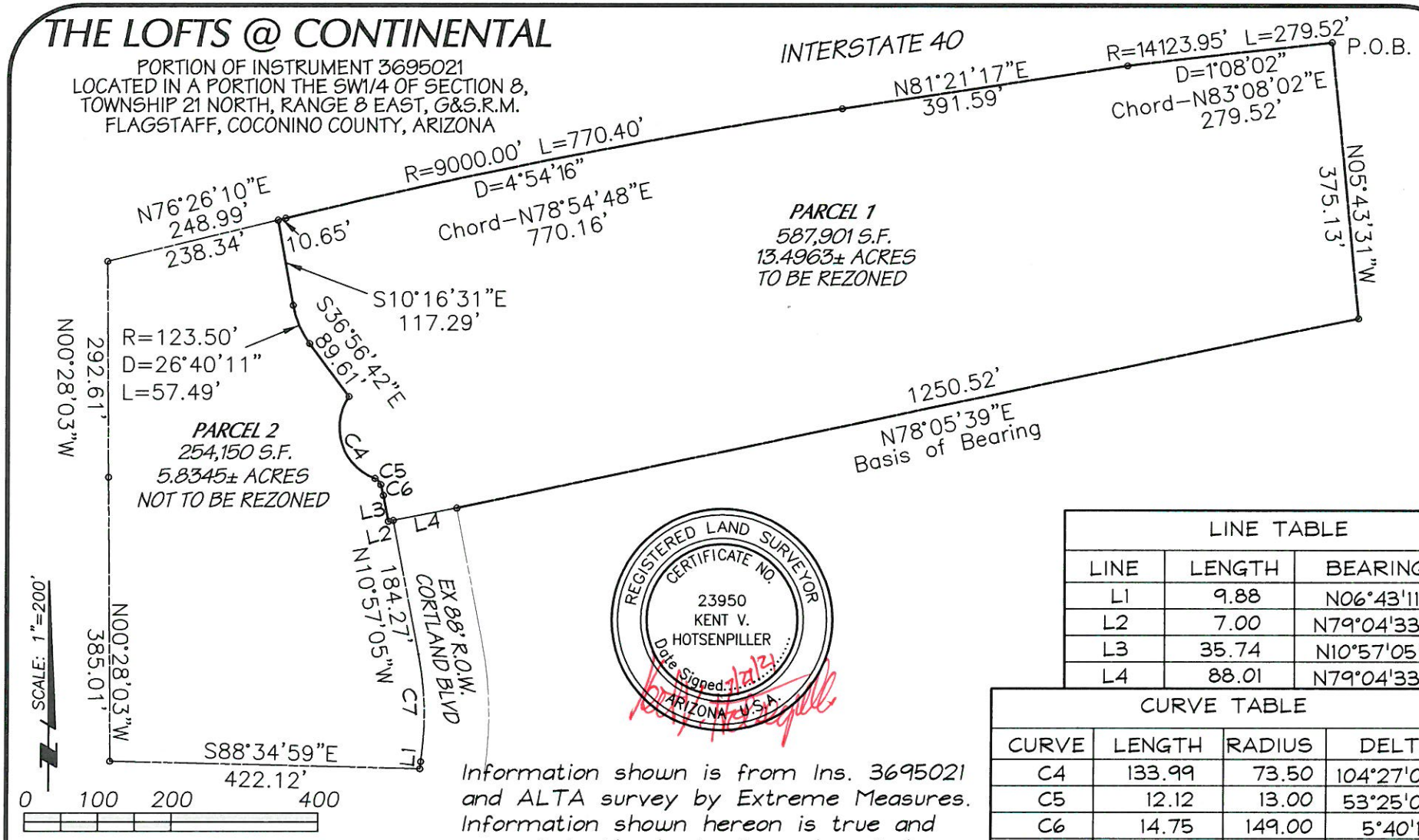
Said parcel contains 587,901 sq. ft. or 13.4963 acres of land more or less as shown on attached Exhibit B which by this reference is made a part hereof.



Parcel to be Rezoned to HR

THE LOFTS @ CONTINENTAL

PORTION OF INSTRUMENT 3695021
LOCATED IN A PORTION THE SW1/4 OF SECTION 8,
TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed: 7/27/21
ARIZONA U.S.A.

Information shown is from Ins. 3695021 and ALTA survey by Extreme Measures. Information shown hereon is true and correct to the best of my knowledge.

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.88	N06°43'11"E
L2	7.00	N79°04'33"E
L3	35.74	N10°57'05"W
L4	88.01	N79°04'33"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C4	133.99	73.50	104°27'00"
C5	12.12	13.00	53°25'08"
C6	14.75	149.00	5°40'16"
C7	147.49	448.67	18°50'06"

HORIZONTAL SCALE: 1"=200'
VERTICAL SCALE:
DESIGNED/DRAWN BY:
PROJECT NO. 20356
DATE: 7/26/21

Mogollon Inc
ENGINEERING & SURVEYING
411 W. Santa Fe Avenue
Flagstaff, Az. 86001
Phone: 928-214-0214 • Mogollan99@aol.com

EXHIBIT B
REZONING LEGAL DESCRIPTION
LOFTS @ CONTINENTAL

Return to:

City Clerk
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001

DEVELOPMENT AGREEMENT

The Lofts at Continental

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into by and between the City of Flagstaff, an Arizona municipal corporation ("**City**"), Mongini & Selna Childrens Irrevocable Living Trust (the "**Owner**") and Miramonte Holdings, LLC, an Arizona limited liability company ("**Developer**"). City and Developer are referred to in this Agreement collectively as the "**Parties**" or individually as a "**Party**."

RECITALS

A. Mongini & Selna Childrens Irrevocable Living Trust (the "Owner") owns that certain real property located at 5531 E Cortland Boulevard, in Flagstaff, Arizona, designated as Coconino County Assessor Parcel Number 113-37-001E, which consists of approximately 19.26 acres. Developer is under contract to acquire a portion of the real property and develop approximately 11.22 acres legal described in Exhibit A and depicted on Exhibits B and B-1(the "**Property**"). Developer is authorized by the current owner of the Property to make the commitments described herein.

B. It is the desire and current intention of the Developer to construct a 139-unit multi-family residential community on the Property ("**Project**"). Developer proposes to amend the City of Flagstaff's Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zoning designation for the Property to High Density Residential (HR). Developer seeks an Authorization to Rezone with a Concept Zoning Plan, under Section 10-20.50.040(D) of the Flagstaff Zoning Code. Upon approval of the rezoning by City, Developer will acquire the Property, proceed with site plan approval, and seek to develop and construct the Project.

C. Arizona Revised Statutes Section 9-500.05 allows a municipality and a landowner or any other person having an interest in real property located in the municipality to enter into a development agreement pertaining to any matter relating to the development of such real property, including applicable land use rules, regulation, and official policies, permitted land uses, density and intensity of land use, phasing of the development and duration of the development agreement, and development fees.

D. The Parties desire to enter into this Agreement in order, among other things, to facilitate development of the Property by providing for and establishing the community character of the Property, the type of land uses and the location, density, and intensity of such land uses, as depicted in the concept zoning plan for the Project (the **"Concept Plan"),** a copy of which is attached as **Exhibit D**, and as set forth in this Agreement and as conditioned by Ordinance No. _____.

E. In addition, the Parties desire to promote strategies and goals set forth in City's November 2018 Climate Action and Adaptation Plan.

F. In addition, the Parties desire to respond to City's December 2020 "Housing Crisis Emergency Declaration" (Resolution No. 2020-66) by providing 139 additional housing units for residents of the city of Flagstaff.

G. The City believes that the development of the Property pursuant to this Agreement would provide certain benefits to the City, and result in planning, safety and other benefits to the city of Flagstaff and its residents.

H. Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to Developer by providing assurances to Developer that it will have the ability to develop the Property within the city of Flagstaff pursuant to this Agreement, under the zoning described in Recital B above, and in accordance with the Concept Plan.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals and the representations and mutual promises contained in this Agreement, the Parties agree as follows:

1. Incorporation of Recitals and Exhibits

1.1. Recitals and Exhibits. The recitals above, and any exhibit referenced or attached hereto, are incorporated into this Agreement.

2. Definitions

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

2.1 Certificate of Occupancy: An official authorization to occupy a structure as issued by the Community Development Director. Flagstaff Zoning Code 10-80.20.030.

2.2 City: The City of Flagstaff, an Arizona municipal corporation.

2.3 Concept Plan: A generalized plan that conceptually illustrates a development proposal, including the identification of proposed land uses, land use intensity, circulation, and open space/sensitive areas. The relationship of the proposed development to existing surrounding development and uses should also be reflected. Flagstaff Zoning Code 10-80.20.30.

2.4 Developer: Miramonte Holdings, LLC, an Arizona limited liability company and or its affiliates, assignees, or successors-in-interest.

2.5 FUTS (Flagstaff Urban Trail System): A city-wide network of non-motorized, shared-use pathways that are used by bicyclists, walkers, hikers, runners, and other users for both recreation and transportation. Flagstaff Zoning Code 10-80.20.070.

2.6 HERS (Home Energy Rating System): A scoring system established by the Residential Energy Services Network (RESNET) in which a home built to the specifications of the HERS Reference Home (based on the 2006 International Energy Conservation Code) scores a HERS Index of 100 while a net zero energy home scores a HERS Index of 0. The lower a home's HERS Index, the more energy-efficient it is. Flagstaff Zoning Code 10-80.20.080.

2.7 LED (Light Emitting Diode): A semiconductor device that emits light when an electric current flows through it.

2.8 Low VOC (Volatile Organic Compounds): Low VOC refers to volatile organic compounds that are not harmful to the environment or humans.

2.9 Project: A 139-unit multi-family residential community located at 5531 E. Cortland Boulevard, Flagstaff, Arizona 86004 and shown on the Concept Plan attached hereto as Exhibit D.

2.10 Property: A portion of the property located at 5531 E. Cortland Boulevard, Flagstaff, AZ. 86004, Assessor Parcel Number 113-37-001E, approximately 11.22 acres legal described in Exhibit A and depicted on Exhibits B and B-1.

2.11 Owner: Owner means, any current or future owner of the Property.

3. Entitlements

3.1. Requested Zoning. Developer intends to develop the Property for use as a high-density multifamily residential community with a maximum of 139 dwelling units in conformance with the Flagstaff Regional Plan 2030. The Property is currently zoned Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD). Developer is concurrently requesting a rezone of the Property to High Density Residential (HR).

3.2. Conditions of Zoning Map Amendment. Developer agrees to be subject to all the terms, conditions, and stipulations of the rezoning ordinance for PZ-20-00183 (Ordinance No. _____), including any approved development standards, engineering, or other modification(s). In addition to the provisions for reversion set forth in Ordinance No. _____ and the Flagstaff City Code, Developer's failure to obtain a building permit for the entirety of the Project within two years of the effective date of the rezoning ordinance shall entitle City, in its sole discretion, to conduct a public hearing for the purpose of reverting zoning on the Property to its former zoning classifications, in accordance with Arizona Revised Statutes § 9-462.01.

3.3. Subdivision Plat. Following the zoning map amendment approval, Owner will record a subdivision plat to create the Property subject to the zoning map amendment allowing for acquisition by the Developer. The final subdivision plat will abandon an existing 88-foot wide

easement for ingress, egress and utilities granted to the City of Flagstaff as set forth in the deeds recorded in the office of Coconino County Recorder Instrument Nos., 3149889, 3149890, and in Case 4 Map 152 as well the abandonment of an adjacent 8' PUE as shown in Case 4 Map 152; dedicate an unimproved 45-foot wide public right-of-way to the City of Flagstaff in fee simple which the City may use for future access to a regional park facility; as well as create a remainder parcel within the Highway Commercial (HC) Zone not subject to the zoning map amendment approval or this Agreement.

4. Development Plan

4.1. Project Description. The Project contemplated by this Agreement shall consist of a multi-family housing development consisting of a maximum of 139 rental units (12.38 units per acre) on the Property as set forth in the Concept Plan. There will be a total of 25 buildings. The project will include, 30 one-bedroom units, 79 two-bedroom units, and 30 three-bedroom units. Two-bedroom/two-bedroom combination units may be replaced with a three-bedroom/one bedroom combination and not affect minimum parking requirements. Fourteen of the rental units will be permanently affordable in accordance with Division 10-30.20 of the Flagstaff Zoning Ordinance (30-year term) and subject to the Affordability Plan, described in **Section 5.5** below and attached as **Exhibit C**. Developer may request amendments to the Concept Plan or the eventual site plan in accordance with the Flagstaff Zoning Code and accordance with Ordinance No._____ Notwithstanding the foregoing, the unit mix within the Project may be modified no more than ten percent without City approval. The Project will include the following amenities and benefits:

4.1.1 Project Amenities:
A dog park will be included for residents to meet and allow their dogs to play in a safe and controlled area and will include benches, and a ramada. Each unit will have a covered patio and a storage unit.

4.1.2 Open Space/Common Area. The Project shall include not less than 1.68 acres of common open space. The project has been designed to preserve the greatest number of existing trees on the site, the stand of ponderosa pine trees that is in the northwest portion of the site will remain. This will help to maintain the animal community and will increase the overall value of the project.

A FUTS will be constructed abutting the new cul-de-sac continuing along the southern property line and terminating at the eastern property line, providing direct access to over 70 acres of City owned property **Sections 4.1.3, 5.1.5 and 5.2.2.**

4.1.3 Civic Space. The Project shall include not less than 0.56 acres of civic space. Developer may satisfy this requirement through the extension of the concrete FUTS trail, **Sections 4.1.2, 5.1.5 and 5.2.2.**

4.1.4 Recycling. Developer will provide recycling collection facilities at all solid waste enclosures within the Project which will include signage on City approved recycling materials. All units will include double heavy duty hidden waste baskets in the kitchen cabinets to promote recycling. Property managers

will include educational materials to residents at move in on what can and cannot be recycled. Residents will also be provided with information on local valet services for recycling and composting and how they can learn more about ways to recycle by contacting the City of Flagstaff Sustainability Program at 928-213-2152 or sustainability@flagstaffaz.gov.

4.1.5 Prohibition on Short Term Rentals. No lease or rental agreement shall be for a period of less than sixty (60) days.

4.1.6 Bicycle Storage and Amenities. Developer will provide bicycle parking facilities for 24 bicycles 16 uncovered and 8 covered.

4.1.7 Department of Energy / Environmental Protection Agency. All units will be ENERGY STAR certified and documentation will be provided prior to certificate of occupancy. Low- VOC and formaldehyde free materials will be used for the carpet, cabinets, and paint. The units will include energy recovery ventilators for air quality and engineered HVAC to ensure efficiency. HERS scores will be below 58. Units shall achieve the Department of Energy ENERGY STAR certification for multifamily new construction verified by a third-party verification professional and Environmental Protection Agency and Indoor airPLUS label through verification by a certified home energy rater using the Indoor airPLUS Verification Checklist. All appliances except for the furnaces will be electric.

4.1.8 Landscaping. The Project will provide native drought tolerant plants as identified in the Landscaping Plan approved by the City of Flagstaff and will be planted in compliance with the City of Flagstaff Landscaping Standards Section 10-50.60. Rainwater harvesting will be utilized by collecting roof runoff in gutters and downspouts to passively irrigate At-Grade landscaping. The added plants will help with runoff, provide clean air into the environment, and provide natural habitat for insects, pollinators, birds, and small animals.

4.1.9 Butterfly Nectar Plants. The Project will provide butterfly nectar plants as shown on the Landscape Plan in support of the Mayor's Monarch Pledge. This approximately 1,900 square foot area will be located at the entrance of the development for the residents to enjoy. No chemicals or pesticides will be used to maintain the garden.

4.1.10 Electric Vehicle (EV) Parking. The Project will provide four parking spaces with EV ready outlets per the requirements of the Flagstaff City Code, Title 4 Building Regulations, and two EV charging stations

4.1.11 Development Standards. Unless otherwise modified by this Agreement, the development of the Property shall be governed by City's ordinances, rules, guidelines, and policies in existence as of the Effective Date of this Agreement controlling permitted uses of the Property, the density and intensity of uses, the maximum height and size of the buildings within the Property, and the standards for off-site and on-site public improvements.

5. **Developer Obligations**

5.1.1 Construction of Public, Private and Other Related Improvements. Prior to issuance of public improvement permits for any phase or component of the Project, Developer shall provide security, in a form satisfactory to the City as set forth in the City's Zoning Code, that public and other related improvements will be constructed in accordance with approved plans. Developer shall, at its own expense, construct or cause to be constructed all public and private improvements as required by City's code or ordinances and this Agreement, and in accordance with approved specifications. Following construction of the described public improvements, and dedication of the same to City, City shall assume, at its expense, and in accordance with City policies, the maintenance and repair of all public improvements to be constructed. Developer agrees that the construction of the public and other related improvements will coincide with the development of the Project.

Specifically, the scope and nature of the on-site and off-site improvement to be constructed in connection with the Project are as follows:

5.1.2 General Off-site Roadway Improvements: Developer will construct a cul-de-sac at the end Cortland Boulevard per City standards, Standard Detail 10-04-010 City of Flagstaff Engineering Standards.

5.1.3 Traffic. In accordance with the Project's Traffic Impact Statement submitted to City prepared by CivTech dated May 20, 2021, traffic from the completed Project will have a minimal effect on existing conditions in the surrounding area and no mitigation measures are warranted or recommended.

5.1.4 Adjacent Right-of-Way Landscaping Maintenance. All landscaping and irrigation in adjacent right-of-way areas, including parkways, shall be maintained by the Developer or assignee(s).

5.1.5 Flagstaff Urban Trail System. Developer shall construct a concrete FUTS FUTS trail within the Property according to the City of Flagstaff Engineering Standards Section 14-01-010 Flagstaff Urban Trails System Details as it concerns width, drainage, lighting, landscaping, and all other necessary requirements, as generally depicted on the Concept Plan. FUTS access pathways shall not be gated or otherwise obstructed and shall be open to the general public at all times. Developer agrees that the construction of the trail system will coincide with the development of the Property. Developer will dedicate a public easement to facilitate the FUTS as set forth in **Section 5.2.2**. The City shall maintain the FUTS and shall have the right of reasonable access to the easement for maintenance, repair, or reconstruction of the Trail.

5.1.6 Infrastructure Improvements: Developer shall construct all public and private improvements required to support the Project. Developer shall design and install water and sewer mains and services within the project site per the City of Flagstaff's Engineering and Design and Construction standards.

5.1.7 Off-site Water and Sewer Improvement Requirements.

Sewer: Developer shall be responsible to construct offsite sewer improvements as shown in the Water and Sewer Impact Analysis for the Lofts at Continental dated April 30, 2021 (the "WSIA"). Developer will upsize an existing 8" downstream sewer main to a 10" sewer main and construct a sewer line on the City of Flagstaff parcel, APN 113-37-001F to connect to a future sewer stub located on parcel 113-37-002F. Developer will secure the necessary public utility easements across the private property and from the City of Flagstaff for the project. In the case that the sewer has not been upsized on APN 113-37-002F, and therefore the future sewer stub has not been constructed, the Developer shall construct a 10" sewer main to manhole 23-087 as shown on the civil site plan for Cortland Apartments sealed May 2, 2019.

Water: There is an 8" PVC water line in the right-of-way of Cortland Boulevard. The onsite system will loop the property and connect to a newly installed 18" waterline that crosses I-40.

The water and sewer improvements must be completed and accepted by the City prior to the issuance of the first Certificate of Occupancy for the Project. The improvements shall be designed and built-in accordance with the City Engineering Standards and ADEQ requirements.

5.1.8 Stormwater. Developer shall meet all City of Flagstaff storm water, pre versus post retention, peak flow mitigation, Low Impact Development, and rainwater harvesting requirements per the approved drainage report and drainage impact analysis dated 3/29/2021 and Concept Plan. The Parties agree that no off-site infrastructure improvements are required other than to serve the Project.

5.2 Public Easements.

5.2.1 Utility and Drainage. Public utility and drainage easements must be identified on the construction plans and dedicated prior to the approval of civil plans. Dimensions for these easements must be in accordance with City requirements.

5.2.2 FUTS Trail. As part of the development of the Property and to facilitate the expansion of FUTS, Developer will dedicate a 20-foot wide FUTS easement to the City as part of the required subdivision plat for the Property described in **Section 5.1.5.**

5.2.3 Sewer, Waterlines, Ingress and Egress Access Easement Reservation Abandonment. City and Developer shall execute and record an abandonment of an existing 20-foot-wide reservation of easement for sewer, waterline, ingress and egress over, under, and across APN 113-37-001F per deeds recorded in the Office of the Coconino County Recorder Instrument Nos. 3149889, and 3149890, on the form attached as **Exhibit E**.

5.3 Materials Management. Developer agrees to incorporate infrastructure to support residents' recycling activities on-site, including the provision of adequate space to locate recycling receptacles next to receptacles dedicated for trash. During construction, Developer will have a written solid waste program that includes a plan for recycling or reuse of paper, cardboard, plastics, and metals; recycling or reuse of lumber scraps; and diversion of masonry, cementitious and possibly gypsum material from the landfill. To the extent feasible, Developer will reuse native materials on-site. To ensure compliance with this section Developer agrees to work with the City and allow City access to the Project site as needed (including during construction).

5.4 Rental and Management Policies. Developer will adhere to the following policies in the rental and management of the rental units:

- No lease or rental agreement, direct or indirect sublease, assignment, or transfer of obligations of a tenant shall be for a period of less than 60 days.
- All lease or rental agreements shall include an eviction addendum prohibiting illegal, nuisance and dangerous conditions and activity.
- Developer will implement and maintain, City's Crime-Free Multi-Housing Program, if one is in place, including having a Crime Free Multi Housing Plan approved by the City Police Department, prior to receiving a certificate of occupancy.
- Developer will provide annual training to property management for the purposes of managing, operating, and maintaining the Project in accordance with the provisions of this Section.

5.5 Affordable Housing.

5.5.1 Plan Details. Developer shall provide ten percent (10%) of the overall unit count (based on the Concept Plan, 14 of 139 units) (the "**Affordable Units**") as income-restricted rental units for households earning, on average, up to eighty percent (80%) of the Area Median Income ("**AMI**"), as defined by the United States Department of Housing and Urban Development ("**HUD**"), or its successors, with no single household exceeding one hundred percent (100%) of AMI. Additional eligibility criteria and other requirements pertaining to this affordability program are set forth in the Affordability Plan attached as **Exhibit C**. The Affordability Plan may be modified by and between the City's Housing Director and Owner without further Council action or need to formally amend this Agreement. Affordable Units must remain affordable as described above and subject to

the Affordability Plan for thirty years (30) following the Project's certificate of occupancy.

6 **City Obligations**

6.2 City Water and Sewer Easement Reservation. City agrees to reserve a non-exclusive 20-foot wide strip of land for City water and sewer purposes on APN parcel 113-37-001F using the form of reservation with accompanying legal description attached as **Exhibit F** to allow the Developer to make the required sewer upgrades as described in this agreement. Developer is responsible for obtaining all other easements necessary to complete the work on private property.

6.1 Abandon Easement. The City of Flagstaff agrees to abandon an existing 88-foot-wide easement for ingress, egress and utilities as set forth in the deeds recorded in the office of Coconino County Recorder Instrument Nos. 3149889 and 3149890 and in Case 4 Map 152, as well as the abandonment of an adjacent 8' PUE as shown in Case 4 Map 152with the agreement to construct the concrete FUTS described above in Section 5. And dedication of an unimproved 45-foot-wide public right-of-way to the City of Flagstaff in fee simple for future access to a regional park facility and any other use as deemed appropriate by the City of Flagstaff with the recordation of the final subdivision plat as noted in **Section 3.3**.

7 **Termination of Real Estate Exchange Agreement**. The parties have completed all terms and agreement of the real estate exchange agreement dated May 22, 2002, except for provisions 15 and 18. The parties agree that these provisions are no longer necessary and required to complete the exchange. Provision 16 and 17 have been terminated through the abandonment of easements by both parties as described herein. The parties agree to execute the Termination of Real Estate Exchange Agreement attached as **Exhibit G.**

8 **Default and Remedies**

8.1 Events Constituting Default. A Party is in default if such Party breaches an obligation required of the Party under this Agreement and such breach continues for a period of thirty days after written notice thereof from the Party not in default; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period following written notice, then in that case the default may be cured if the Party failing to perform commences a cure within such 30-day period and thereafter diligently and expeditiously pursues such cure to completion within ninety days of the written notice.

8.2 Developer's Remedies. Subject to the provisions of **Section 8.4**, in the event that City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in **Section 8.1**, then, in that event, in addition to all other legal and equitable remedies which Developer may have, Developer may terminate this Agreement by written notice delivered to City.

8.3 City's Remedies. Subject to the provisions of **Section 8.4**, in the event that Developer is in default under this Agreement, and Developer thereafter fails to cure any such default within the time period described in **Section 8.1**, then, in that event, in addition to all other legal and equitable remedies which City may have, City may terminate this Agreement by written notice delivered to Developer.

8.4 Dispute Resolution. In the event there is a dispute hereunder that the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five-day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to commercial property development. Each Party agrees to bear its own costs in mediation. The Parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of a Party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is sought under the Arizona Rules of Civil Procedure.

8.5 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, Developer shall have no further rights to develop the Property pursuant to this Agreement.

8.6 No Personal Liability. No current or former member, manager, officer, director, agent, representative, official, employee or other natural person of City or Developer when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by City or Developer, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of City or Developer, as applicable, under the terms of this Agreement.

8.7 Liability and Indemnification. Developer shall indemnify, protect, defend and hold harmless City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer, or nonperformance of this Agreement by Developer.

9 General Provisions.

9.1 Action in Furtherance of Agreement. Each Party, promptly upon the request of the other, will take such further actions and will execute, acknowledge and deliver to the other any and all additional instruments as may be necessary or proper to carry out

the purpose and intent of this Agreement.

9.2 Amendments. This Agreement may be amended or cancelled in whole or in part at any time by written amendment executed by the Parties or by their successors in interest. All amendments to this Agreement must be recorded in the Official Records of Coconino County, Arizona, within ten days following execution, as required by A.R.S. § 9- 500.05(D).

9.3 Assignment; Successors. The provisions of this Agreement shall inure to the benefit and be binding upon any successors and assigns of the Parties hereto. Notwithstanding anything contained in the foregoing to the contrary, until completion of construction of the Project, the right of Developer to assign its rights, duties, and obligations under this Agreement shall be limited to the following:

9.3.1 Assignment by Developer in connection with obtaining financing and the exercise of lender remedies with respect thereto;

9.3.2 Assignment of all rights and obligations of Developer under this Agreement to a real estate developer reasonably acceptable to and approved by City; however, if Developer or a current principal of Developer retains an ownership interest and management control in such real estate developer, then, in that event, City's prior approval shall not be required; or

9.3.3 Assignment by Developer of its rights under this Agreement to a corporation, partnership, joint venture, limited liability company, trust, or other legal entity, which is controlled by, under common control with, or which controls Developer, or which is owned or controlled by a principal of Developer.

With the exceptions noted above, Developer shall not transfer or assign any part of its rights and/or obligations arising under this Agreement without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned, or delayed. After the completion of construction of the Project, Developer may assign this Agreement to any purchaser without City's consent (provided that City is timely notified of such assignment). Notwithstanding anything contained in the foregoing to the contrary, no assignment of this Agreement or any specific rights, obligation, or duties of Developer under this Agreement shall release Developer, its successors, or assigns, from its obligations hereunder, unless specifically agreed to by City.

9.4 Attorney's Fees and Costs. If legal action by any Party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs.

9.5 Authority to Sign. The person executing this Agreement on behalf of Developer warrants and represents that they have the authority to execute this Agreement on behalf of Developer, and that the execution of this Agreement has been approved by all required actions on the part of such Parties, and that this Agreement is fully binding on such Parties.

9.6 Choice of Law. This Agreement shall be construed under and in accordance with the laws of the State of Arizona.

9.7 Compliance with All Laws. Developer will comply with all applicable Federal, State, County and City laws, ordinances and regulations.

9.8 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

9.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute an original, but all of which will constitute one and the same agreement.

9.10 Covenants Run with the Land. The covenants and agreements contained in this Agreement are mutual covenants and also constitute conditions to the subsequent or concurrent performance of the Party benefitted thereby. All covenants shall be covenants running with the land and shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.11 Effective Date and Term. This Agreement shall be effective (the "**Effective Date**") upon execution by the Parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate thirty years from such date.

9.12 Estoppel Certificate; Financing. Developer may request of City's Manager by providing written notice, and City's Manager shall, within sixty calendar days of such request, respond in writing to Developer certifying, if such be true, (a) this Agreement is in full force and effect; and (b) there are not, to City's knowledge, any uncured defaults on the part of Developer, or specifying such defaults if they are claimed.

9.13 General Plan Compliance. This Agreement ensures that all development on the Property shall be consistent with City's General Plan recommendation for the Property as required by A.R.S. § 9-500.05(B).

9.14 Integration. This Agreement, together with Ordinance No. _____, constitutes the entire agreement among the Parties and shall not be changed or added to except in the manner provided herein. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, other than those specifically incorporated in this Agreement, are superseded by this Agreement. This Agreement and Ordinance No. _____ are to be interpreted *in para materia*. To the extent of any discrepancy or inconsistency, Ordinance No. _____ shall Control.

9.15 No Obligation to Develop. Except as specifically set forth in this Agreement, there shall be no obligation for Developer to construct the Project.

9.16 No Partnership; No Agency. It is specifically understood and agreed by and among the Parties that the development of the Project on the Property is a private development, that no Party is acting as the agent of any other Party in any respect, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The Parties acknowledge and agree that this Agreement does not create a partnership, joint venture, or similar entity, and that no such partnership, joint venture, or similar entity has been created by City and Developer.

9.17 No Third-Party Beneficiaries. No person or entity other than a Party to this Agreement or legal representative, successor in interest, or assign of such party shall be entitled to rely on this Agreement or the performance of any Party. This Agreement is not made for the benefit of any person or entity not a Party.

9.18 Notices. Unless otherwise specifically provided in this Agreement, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the third business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City:	To Developer:
City Manager City of Flagstaff 211 W. Aspen Avenue Flagstaff, AZ 86001	Miramonte Holdings, LLC 102 S. Mike's Pike Flagstaff, AZ 86001
Copy to:	
City Attorney City of Flagstaff 211 W. Aspen Avenue Flagstaff, AZ 86001	Aspey, Watkins & Diesel, PLLC 123 N. San Francisco St., Suite 300 Flagstaff, AZ 86001

9.19 Recording of Agreement. In accordance with A.R.S. § 9-500.05(D), this Agreement shall be recorded in its entirety in the Official Records of Coconino County no later than ten days from the date of its execution.

9.20 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect construction or interpretation of this Agreement.

9.21 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

9.22 Time is of the Essence. For the purposes of enforcing the provisions of this Agreement, time is of the essence.

9.23 Waiver. No waiver by any Party to this Agreement of a breach of any of the terms, covenants, conditions of this Agreement shall be construed or be held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant, or condition of this Agreement.

10 Waiver of Claim for Diminution in Value

10.1 Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "**Act**"), in connection with the application of City's existing land use laws and including Ordinance No. _____ regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses, and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of City's existing land use laws, including Ordinance No. _____, upon the Property.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer has executed this Agreement, and City has caused this Agreement to be executed by its duly authorized representatives.

City of Flagstaff	**Miramonte Holdings, LLC**
_____	_____
Paul Deasy, Mayor	By Chris Kemmerly, Member
Date_____	Date_____

Attest:

_____
City Clerk

Approved as to form and authority:

_____
City Attorney

STATE OF ARIZONA)
) ss.
County of Coconino)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Chris Kemmerly, personally known to me or shown by satisfactory evidence to be the person whose signature appears above and acknowledged to me that he signed the foregoing document for the purposes therein contained. IN WITNESS WHEREOF, I have set my hand and official seal.

_____
Notary Public

Seal:

Exhibit A
Property Legal Description

EXHIBIT "A"

The following is a description of a parcel of land, being a portion of the parcel described in Instrument 3695021, Coconino County Records (CCR), situate in section 8, Township 21 North, Range 8 East, G.& S.R.M., Flagstaff, Coconino County, Arizona, being more particularly described as follows:

Beginning at the southeast corner of said parcel:

Thence North 05°43'31" West along the east line of said parcel a distance of 330.34 feet o a point which is the beginning of a non-tangent curve concave to the south and to which point a radial line bears North 06°03'39" West having a radius of 14,078.95 feet;

Thence westerly along said curve a distance of 277.81 feet through a central angle of 01°07'50";

Thence South 81°21'17" West a distance of 391.02 feet to a point which is the beginning of a non-tangent curve concave to the south and to which point a radial line bears North 08°38'04" West having a radius of 8955.00 feet;

Thence westerly along said curve a distance of 659.63 feet through a central angle of 04°13'14" to a point which is the beginning of a compound curve concave to the southeast and having a radius of 78.50 feet;

Thence southerly along said curve a distance of 156.31 feet through a central angle of 114°05'24";

Thence South 36°56'42" East a distance of 88.97 feet to a point which is the beginning of a non-tangent curve concave to the west and to which a radial line bears North 19°56'10" West and having a radius of 73.50 feet;

Thence easterly and southerly along said curve a distance of 157.85 feet through a central angle of 123°02'56" to the beginning of a reverse curve concave to the east sand having a radius of 13.00 feet;

Thence southerly along said curve a distance of 8.06 feet through a central angle of 35°30'31" to the beginning of a reverse curve concave to the west and having a radius of 251.00 feet;

Thence southerly along said curve a distance of 50.14 feet through a central angle of 11°26'40";

Thence South 10°57'05" East a distance of 35.67 feet to a point an the south line of said parcel;

Mogollon Engineering and Surveying, Inc.
411 W Santa Fe Ave. Flagstaff, AZ 86001-mogollon99@aol.com- 928-214-0214

Thence North 78°05'39" East along the south line of said parcel a distance of 1243.53 feet to the **True Point of Beginning.**

Said parcel contains 11.22874 acres of land more or less as shown on attached Exhibit B which by this reference is made a part hereof.

Parcel C



Exhibit B
Property Legal Description Exhibit

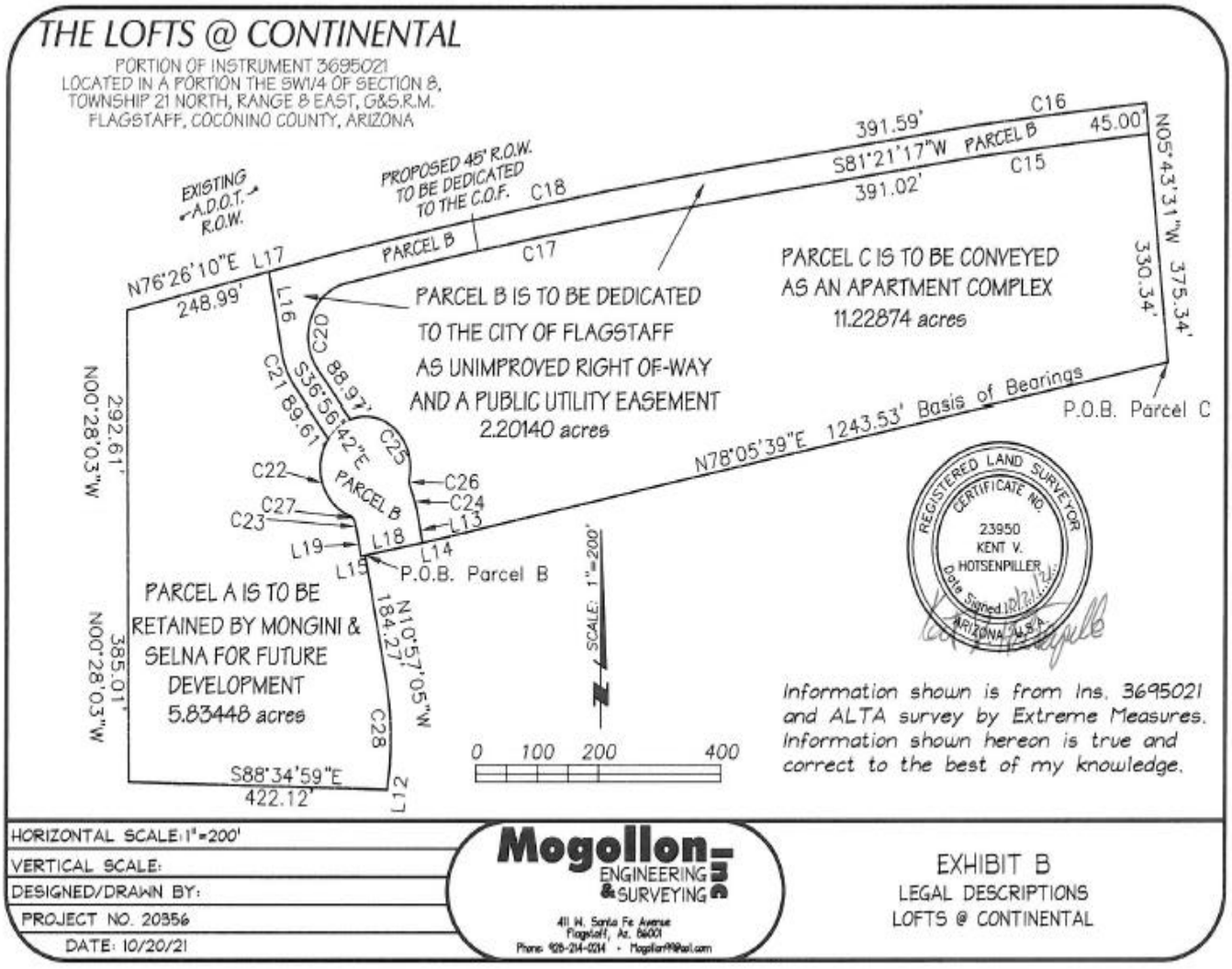
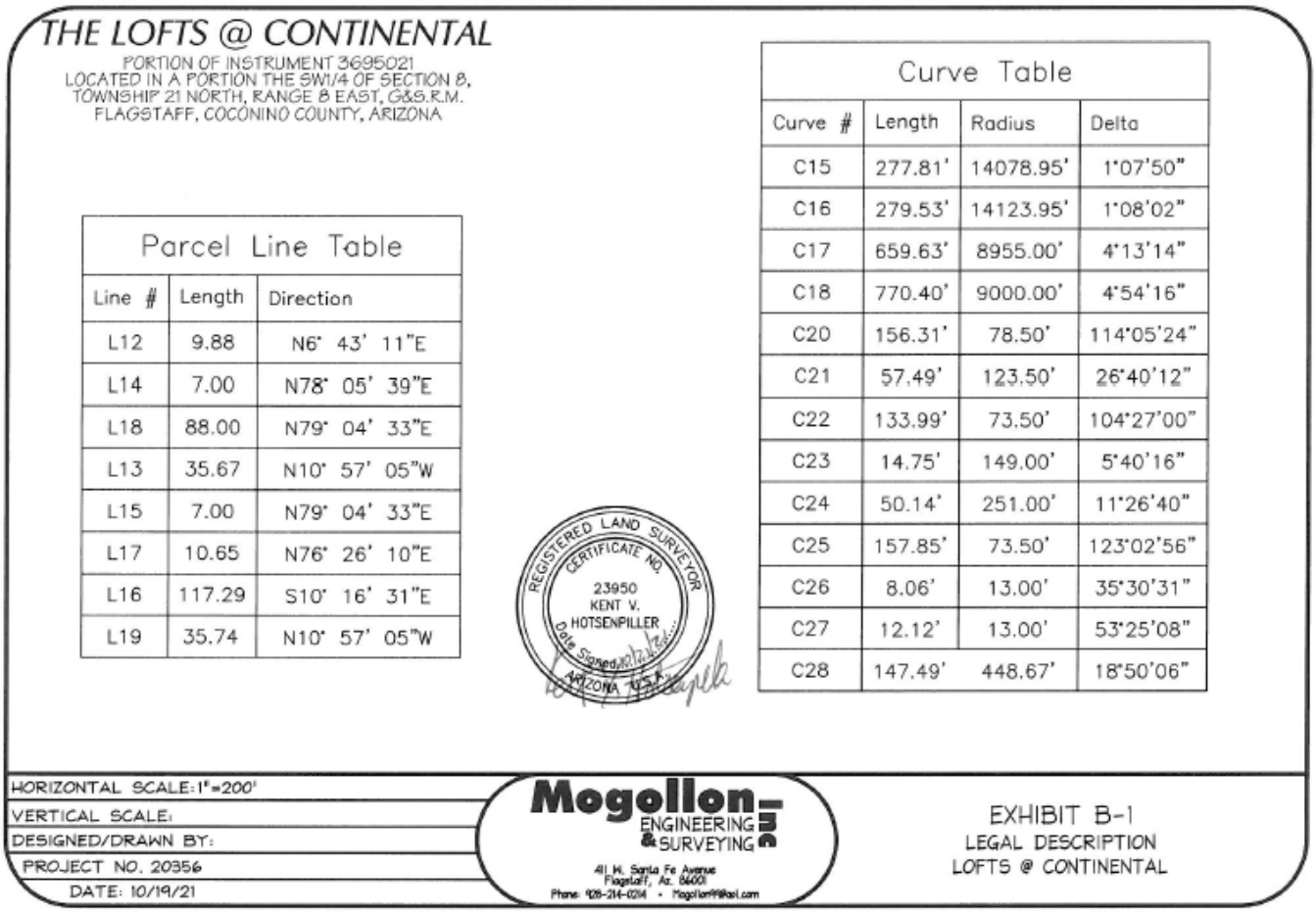


Exhibit B-1
Property Legal Description Exhibit



Parcel Line Table		
Line #	Length	Direction
L12	9.88	N6° 43' 11"E
L14	7.00	N78° 05' 39"E
L18	88.00	N79° 04' 33"E
L13	35.67	N10° 57' 05"W
L15	7.00	N79° 04' 33"E
L17	10.65	N76° 26' 10"E
L16	117.29	S10° 16' 31"E
L19	35.74	N10° 57' 05"W

Curve Table			
Curve #	Length	Radius	Delta
C15	277.81'	14078.95'	1°07'50"
C16	279.53'	14123.95'	1°08'02"
C17	659.63'	8955.00'	4°13'14"
C18	770.40'	9000.00'	4°54'16"
C20	156.31'	78.50'	114°05'24"
C21	57.49'	123.50'	26°40'12"
C22	133.99'	73.50'	104°27'00"
C23	14.75'	149.00'	5°40'16"
C24	50.14'	251.00'	11°26'40"
C25	157.85'	73.50'	123°02'56"
C26	8.06'	13.00'	35°30'31"
C27	12.12'	13.00'	53°25'08"
C28	147.49'	448.67'	18°50'06"

Exhibit C
Affordability Plan

This Affordability Plan is referenced in the Development Agreement between Developer and the City of Flagstaff, approved by Council through Ordinance No. _____. This document may be modified by and between the City's Housing Director and property Owner without further council action or need to amend the Development Agreement. The Development is comprised of up to 139 multi-family units, of which 10% (i.e., 14 units) will be designated as rent restricted for the Affordable Housing Program (the "**Program**"). This document serves to detail the requirements set forth in **Section 5.5**, and is referred to as **Exhibit C**, in the Development Agreement. The Program will be run by the chosen property management company and overseen by the City of Flagstaff Housing Section.

Program Details

- 14 of the 139 units will be designated as affordable
- The affordable unit mix is as follows:

Unit Mix		
Unit Size	Designated Affordable	Total in Project
One bedroom	3	30
Two bedroom	8	79
Three bedroom	3	30

- Applicants who initially qualify for an affordable unit shall earn an income no greater than 80% of the Area Median Income (AMI), refer to Attachment A for the 2021 Flagstaff Income Limits.
- The maximum monthly rental price will be implemented according to the affordable rent limits in Attachment B. The rent limits are provided by City staff annually by _____ date and account for different unit sizes and varying income levels (30% - 80% AMI). Developer will use rent limits provided by the City for leases commencing thirty (30) days after receipt. In the event that market rate rents are lower than the rent limits provided, the tenant shall be charged market rate rent. Developer agrees at all times to maintain 14 affordable units.
- Management shall refer to the local utility allowances provided in Attachment C and deduct the allowance from the base rent. City staff will work with the property management company before certificates of occupancy are issued to calculate the utility allowance based on unit size and utility services onsite.
  Affordable units will be managed by the property management company and overseen by the City of Flagstaff Housing Section. Biannual reports must be submitted to Housing staff, refer to Reporting Requirements below. Lease terms shall be no less than 60 days.

Eligibility Requirements

Applicants who qualify for an affordable unit shall earn an income no greater than 80% AMI. Developer will collect reasonable financial information from tenants to confirm eligibility. When

a question arises about a tenant's eligibility, management shall reference the "Qualifying Residents" section of the Arizona Department of Housing's Section 42 Low Income Housing Tax Credit (LIHTC) Compliance Manual for further eligibility criteria. Typically, full time students who are claimed as dependents on a guardian's taxes do not qualify for affordable units, however, management shall refer to the Compliance Manual for exceptions. Management shall refer to the procedures below for recertification and screening procedures, which differ from the LIHTC Compliance Manual. The parties acknowledge this Project is not a LIHTC project subject to the rules and regulation of that program. The LIHTC manual and forms referred to in this Agreement are for the convenience of the parties. Neither Developer nor Owner is subject to LIHTC reporting requirements or other requirements of the LIHTC program.

Recertification. Annual income recertification shall occur at lease renewal. Notice of recertification for affordable units will be required within 120 days prior to lease expiration. Any changes to household size and income shall be reported at lease renewal. Appropriate changes to the unit size will be determined by management in accordance with building codes and based on unit availability. At lease renewal, if the household income of an existing tenant exceeds 100% AMI, the tenant no longer qualifies for the unit and will be required to sign a new lease at market rate pricing or may choose to vacate the unit. Allowing long-time tenants, the opportunity to earn more over time while remaining in the affordable units shall be offset with lower incomes on new leases. Additionally, at lease renewal, if market rate rental pricing is lower than the provided rent limits, the tenant shall be charged market rate rent and will no longer be considered to occupy an affordable unit.

Screening Process. Program applicants will be subject to the same background screening process as all other applicants at the property. Unsatisfactory results from the screening process may lead to denial. Screening criteria shall comply with all state and federal laws.

Location of Units & Lease Up Period

Commencing at issuance of a Certificate of Occupancy the affordable units shall be scattered throughout the development to the extent feasible, however, the location of each unit does not have to be fixed. "Floating" units are permitted based on applicant requests and unit availability. Additionally, it is acceptable if the initial unit mix identified in this document shifts slightly over time based on demand and availability. The initial lease up period for all affordable units shall be one year from the date of Certificate of Occupancy for each building.

Reporting Requirements

A property management company will determine applicant eligibility and oversee administration of the affordable units. The City of Flagstaff Housing Section will monitor the performance of the property management company through a reporting process biannually and onsite file monitoring. The affordable unit report shall include the following information:

- Provide the unit number and size of all required affordable units (based on unit mix table)
- Name and household size of each affordable unit tenant
- Gross annual household income of all tenants residing in affordable units
- Monthly rental payment amount, including utility allowance deduction
- Proof that the required affordable unit count is maintained
    - Indicate which units are vacant

- Provide an up to date waiting list for affordable units and unit size requested

Advertising
If affordable units are available without a wait list, it is required that property management notify Coconino County's Continuum of Care organization of available affordable units. Current contact information for the Continuum of Care representatives can be provided by City of Flagstaff Housing staff. This notification is in addition to advertising available affordable units on the property's website and other rental listing websites, including www.SocialServe.com. This applies only, once the property manager has first contacted all applicants that may be on a waiting this. If afterwards affordable units remain, then the advertising requirements in this section shall apply.

Attachment A: Area Median Income Limits

2021 Area Median Income Limits for Flagstaff, AZ

Household size	30%	50%	60%	80%	100%
1	$16,150	$26,900	$32,280	$43,050	$53,800
2	$18,450	$30,750	$36,900	$49,200	$61,500
3	$21,960	$34,600	$41,520	$55,350	$69,200
4	$26,500	$38,400	$46,080	$61,450	$76,800
5	$31,040	$41,500	$49,800	$66,400	$83,000
6	$35,580	$44,550	$53,460	$71,300	$89,100
7	$40,120	$47,650	$57,180	$76,200	$95,300
8	$44,660	$50,700	$60,840	$81,150	$101,400

Income limits for all federal housing programs are determined by the US Department of Housing & Urban Development (HUD). The 30%, 50%, 80% and 100% AMI categories are provided annually by HUD. The 60% income category is provided by Arizona Department of Housing (ADOH). The City of Flagstaff will provide new income limits annually as they are made available.

Attachment B: Rent Limits

Rent Limits for 2021
(Based on 2021 AMI Income Limits)

Bedrooms (People)	Charts	60.00%	30.00%	40.00%	50.00%	70.00%	80.00%	90.00%	FMR
Efficiency (1.0)		807	403	538	672	941	1,076	1,210	1,026
1 Bedroom (2.0)		921	460	614	767	1,074	1,228	1,381	1,062
2 Bedrooms (3.0)		1,036	518	691	863	1,209	1,382	1,554	1,315
3 Bedrooms (4.0)		1,152	576	768	960	1,344	1,536	1,728	1,712
4 Bedrooms (5.0)		1,243	621	829	1,036	1,450	1,658	1,865	2,058
5 Bedrooms (6.0)		1,336	668	891	1,113	1,559	1,782	2,004	

Rent limits are available annually after the release of HUD's AMI limits. The City of Flagstaff will provide updated rent limits as they are available. The rent limits shown are considered the base rent payment, if utilities are included, that allowance is deducted from the numbers shown.

Attachment C: Utility Allowance Schedule

Utility Allowance Schedule
See Public Reporting and Instructions on back.

U.S Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
exp. 7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

City of Flagstaff Housing Authority		**Apartment**					
Utility or Service	**Fuel Type**	**0 BR**	**1 BR**	**2 BR**	**3 BR**	**4 BR**	**5 BR**
Heating	Natural Gas	$19	$21	$26	$35	$42	$49
	Bottled Gas	$29	$32	$39	$50	$59	$69
	Electric	$39	$48	$87	$116	$155	$194
	Electric – Heat Pump						
	Fuel Oil						
	Other						
Cooking	Natural Gas	$2	$3	$5	$6	$10	$13
	Bottled Gas	$8	$9	$12	$13	$18	$22
	Electric	$5	$6	$10	$15	$20	$25
	Other						
Other Electric		$24	$27	$37	$51	$64	$78
Air Conditioning							
Water Heating	Natural Gas	$5	$6	$10	$13	$20	$25
	Bottled Gas	$12	$13	$18	$22	$31	$38
	Electric	$9	$15	$23	$35	$46	$58
	Fuel Oil						
Water & Sewer		$43	$54	$69	$105	$144	$179
Trash Collection		$20	$20	$20	$20	$20	$20
Other – specify							

Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.	**Utility/Service/Appliance**	**Allowance**
Head of Household Name	Heating	
	Cooking	
	Other Electric	
	Air Conditioning	
Unit Address	Water Heating	
	Water	
	Sewer	
	Trash Collection	
	Other	
Number of Bedrooms		
	Total	

Exhibit D
Concept Plan

Exhibit E

Easement Abandonment

When Recorded Return To:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

ABANDONMENT OF
RESERVATION OF EASEMENT FOR SEWER AND WATERLINES

WHEREAS, M.T.N Investments, an Arizona limited partnership; Investments; Investments Unlimited, an Arizona limited partnership, and/or assigns; and G. M. Fratelli, an Arizona general partnership, and or assignee (collectively called "M.V.S."), reserved a twenty foot (20') wide easement for sewer and waterlines, together with a right of ingress and egress ("Reservation of Easement for Sewer and Waterlines") over, under and across real property that was deeded to the City of Flagstaff, an Arizona municipal corporation ("City"), in the ~~Warranty~~ Deeds recorded July 12, 2002 in the Coconino County Recorder's Office, Instrument Nos. 3149889, and 3149890;

WHEREAS, Miramonte Holdings, LLC, an Arizona limited liability company ("Miramonte"), as successor in interest to M.V.S., currently owns the Reservation of Easement for Sewer and Waterlines;

WHEREAS, Miramonte and the City have agreed to new development obligations all as set forth in the Development Agreement approved by City of Flagstaff Ordinance No. 2021-___;

NOW, therefore, Miramonte Holdings, LLC hereby abandons all its rights, title and interest to the Reservation of Easement for Sewer and Waterlines.

DATED this _____ day of _____, 2022.

MIRAMONTE HOLDINGS, LLC

_____

~~By:~~ By:

_____

~~Its:~~ Its:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF COCONINO)

This instrument was acknowledged before me this _____ day of _____, 2022, by _____, being duly authorized in his capacity as the _____on behalf Miramonte Holdings, LLC, an Arizona limited liability company.

_____
Notary Public

My commission expires:

Attachment: Exhibit 1

~~S:\Legal\Forms\Real Estate Forms\Lofts Cortland Road Abandonment of 20 foot ezmt 10-11-21.docx~~

Exhibit F
Utility Easement

Exhibit G
Termination of Real Estate Exchange Agreement

The Lofts at Continental Concept Zoning Map Amendment

PZ-20-00183

5531 E Cortland Boulevard

TEAM FLAGSTAFF

WE MAKE THE CITY BETTER

The Lofts at Continental

Property

5531 E Cortland Boulevard
Portion of APN 113-37-001E

Proposed Use

Multi-family residential development consisting of 139 dwelling units

Request

1. Concept Zoning Map Amendment to rezone approximately 13.49 acres of a 19.26-acre parcel from the Highway Commercial (HC), Light Industrial-Open (LI-O) and Research and Development (RD) zones to the High Density Residential (HR) zone. The remaining 5.77 acres will remain in the Highway Commercial (HC) zone.



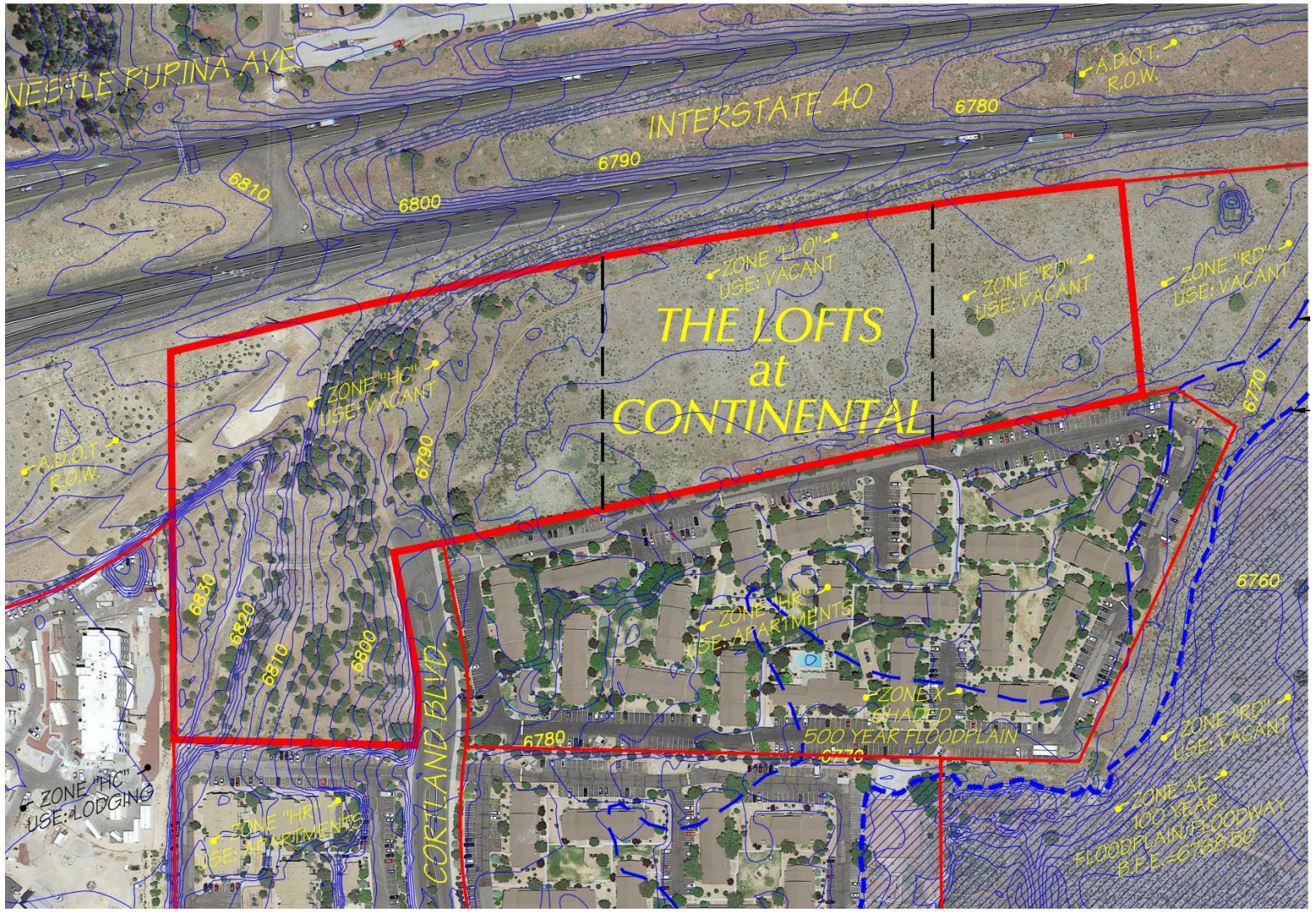
Property Context Map

North
Interstate I-40

West
Vacant and Commercial development zoned Highway Commercial (HC)

East
Vacant land owned by the City of Flagstaff Research and Development (RD) and Rural Residential (RR)

South
Multi-family residential development zoned High Density Residential (HR)

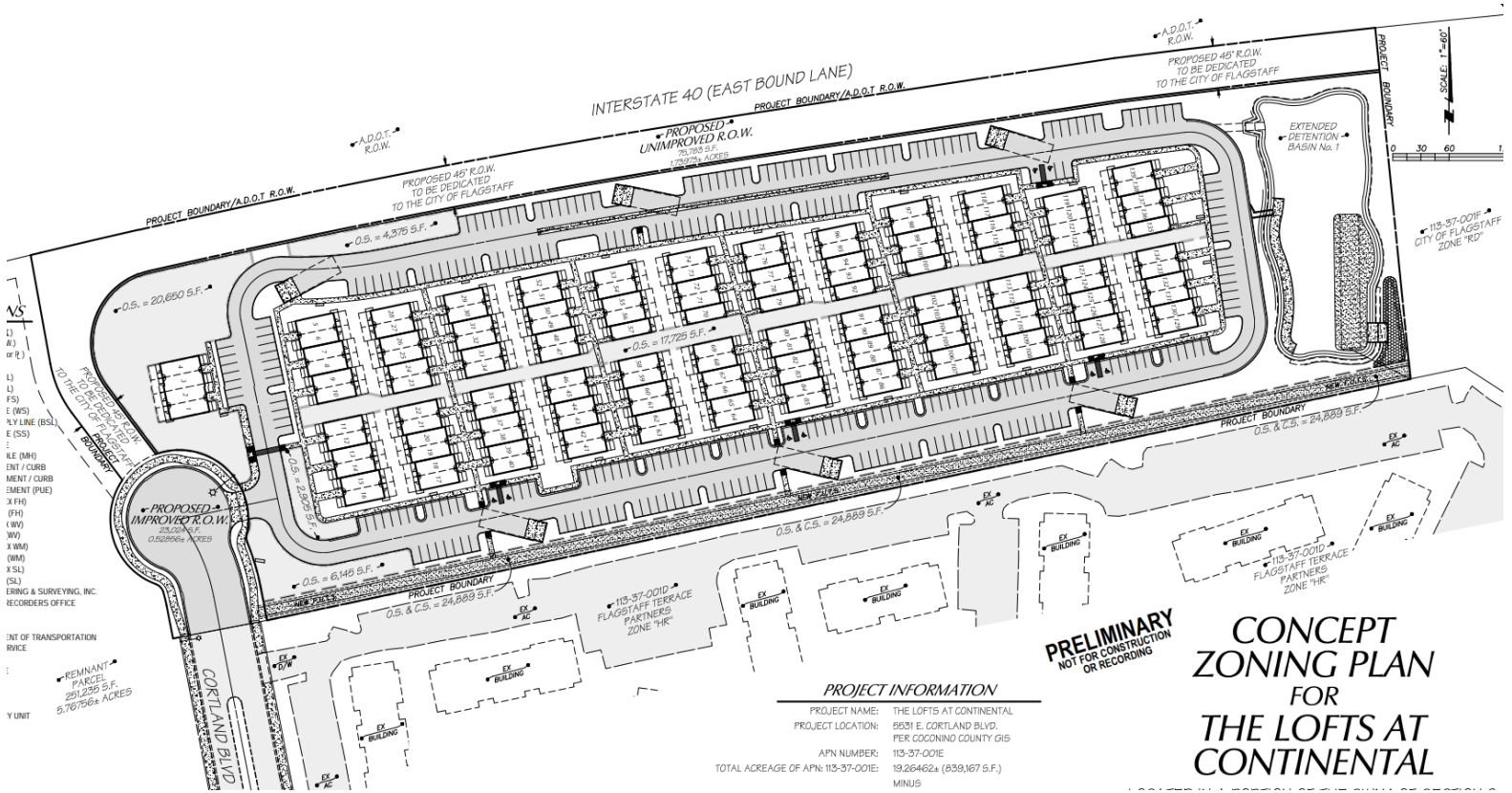


Types of Zoning Map Amendments

- Direct to Ordinance with a Site Plan
  - Requires applicant to submit fully developed site plans with all supporting information required for a site plan review.
  - Once a zoning map amendment is approved by Council, the project can proceed directly to construction plan review.
- Concept Zoning Plan
  - Process allows a concept plan and applicant to pursue site plan approval after the rezoning. This means staff has not reviewed building heights, landscape plans, outdoor lighting plans, signage or architectural design standards.

Lofts at Continental Concept Plan

- 139 units shown
  - 30 1 bed
  - 79 2 bed
  - 30 3 bed
- 1.69 acres Open Space
- 0.56 acres Civic Space
- 290 parking spaces



Parking Calculations

- Per the Flagstaff Zoning Code, Market Rate **Multi-Family** parking standards are based on the number of bedrooms contained in each dwelling unit.
- The required number of **parking spaces per dwelling unit** (P.S/D.U.) increases as the number of bedrooms per unit increase
- Each 1-bedroom unit requires 1.5 spaces. Each 2 and 3-bedroom unit requires 2.0 spaces.
- For all 2-bedroom and above units, 0.25 **guest spaces** are required
- **Bicycle parking** is also required. A new development must provide a minimum of 5% of the required number of vehicle parking spaces as bicycle parking.
- **ADA (accessible)** designed parking spaces are also required based on total number of vehicular spaces.

UNIT DESCRIPTION	NO. OF UNITS	SPACES PER UNIT	REQ PARKING
1 Bed	30	1.50	45.00
2 Bed	79	2.25	77.75
3 Bed	30	2.25	67.50
		Total	**290**

Proposed Building Elevations



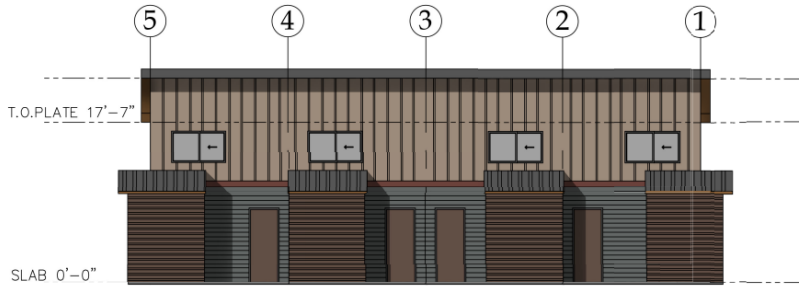
Front Elevation

Scale 1/8" = 1'-0"



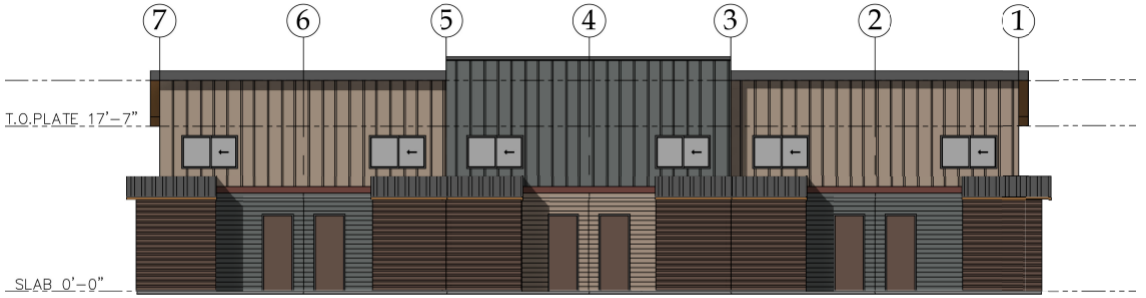
2 / A3.1 Front Elevation

Scale 1/8" = 1'-0"



.0 Back Elevation

Scale 1/8" = 1'-0"

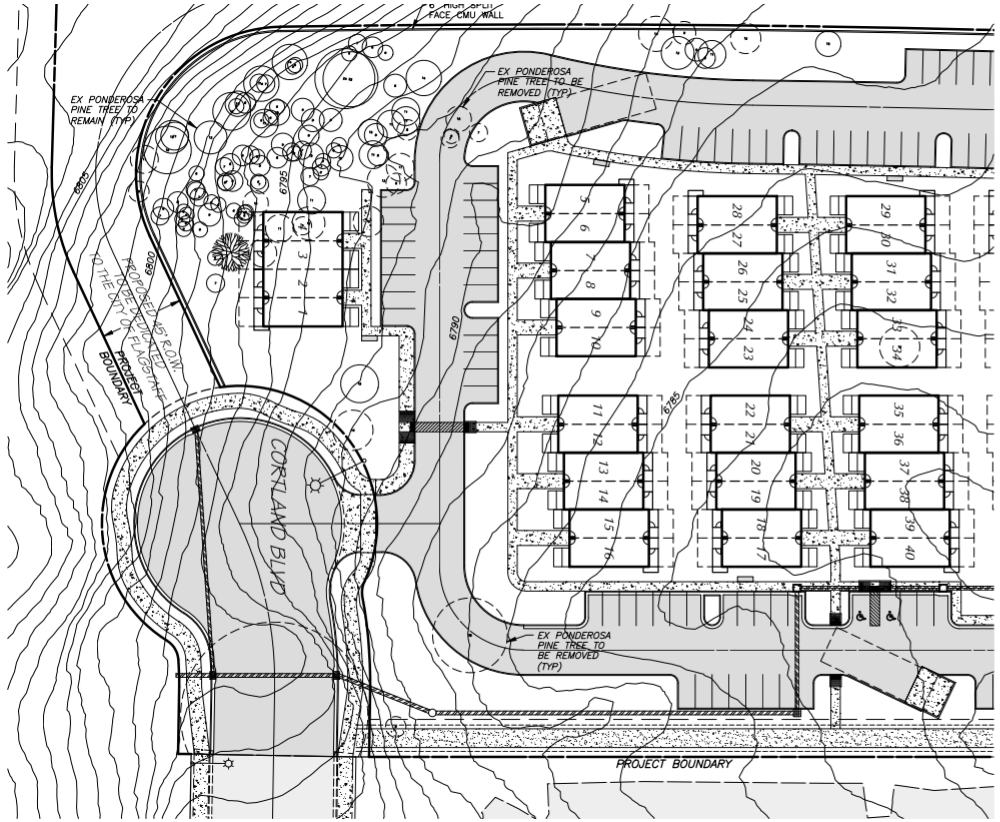


Back Elevation

Scale 1/8" = 1'-0"

All architectural renderings are protected by copyright law and may not be copied or reproduced in any fashion

Concept Resource Protection Plan



PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING

SCALE: 1"=40'

0 20 40 80

THERE ARE NO RESOURCES TO BE PROTECTED IN THE MIDDLE OF THE SITE

RESOURCE PROTECTION

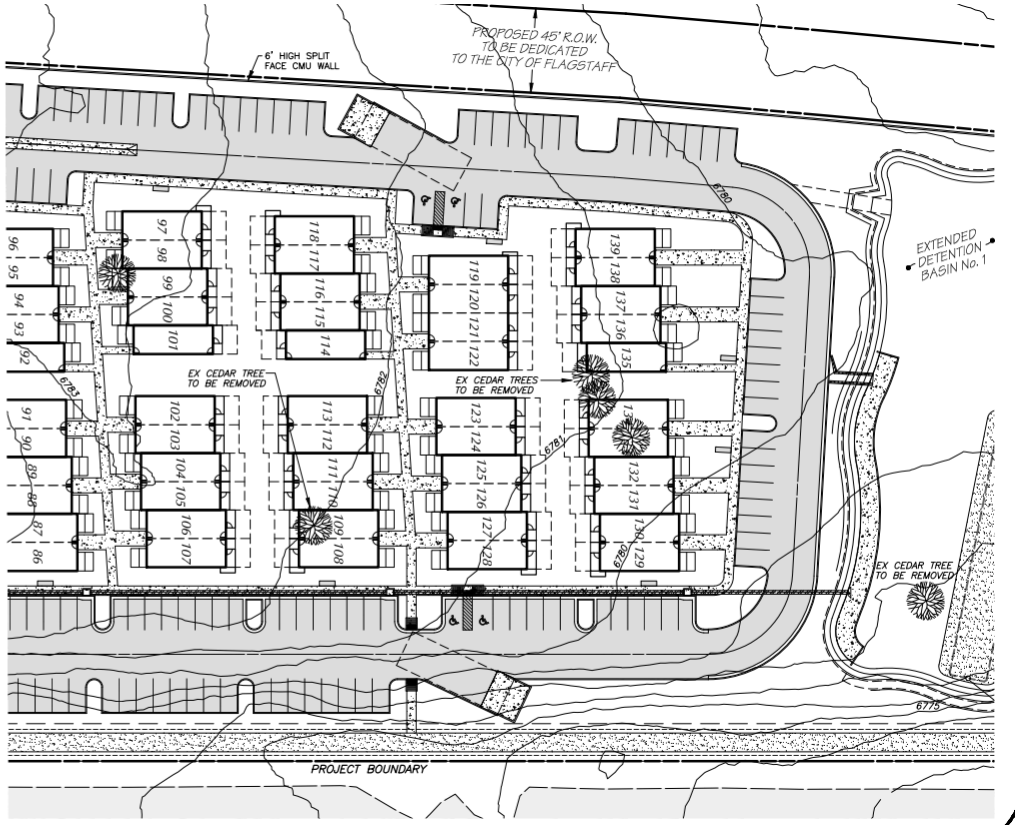
PRE DEVELOPMENT TREE POINTS

1 POINT TREES	68	x 1	=	68
2 POINT TREES	30	x 2	=	60
4 POINT TREES	13	x 4	=	52
8 POINT TREES	4	x 8	=	32
20 POINT TREES	1	x 20	=	20
TOTAL TREE POINTS			=	232
50% OF TOTAL			=	116

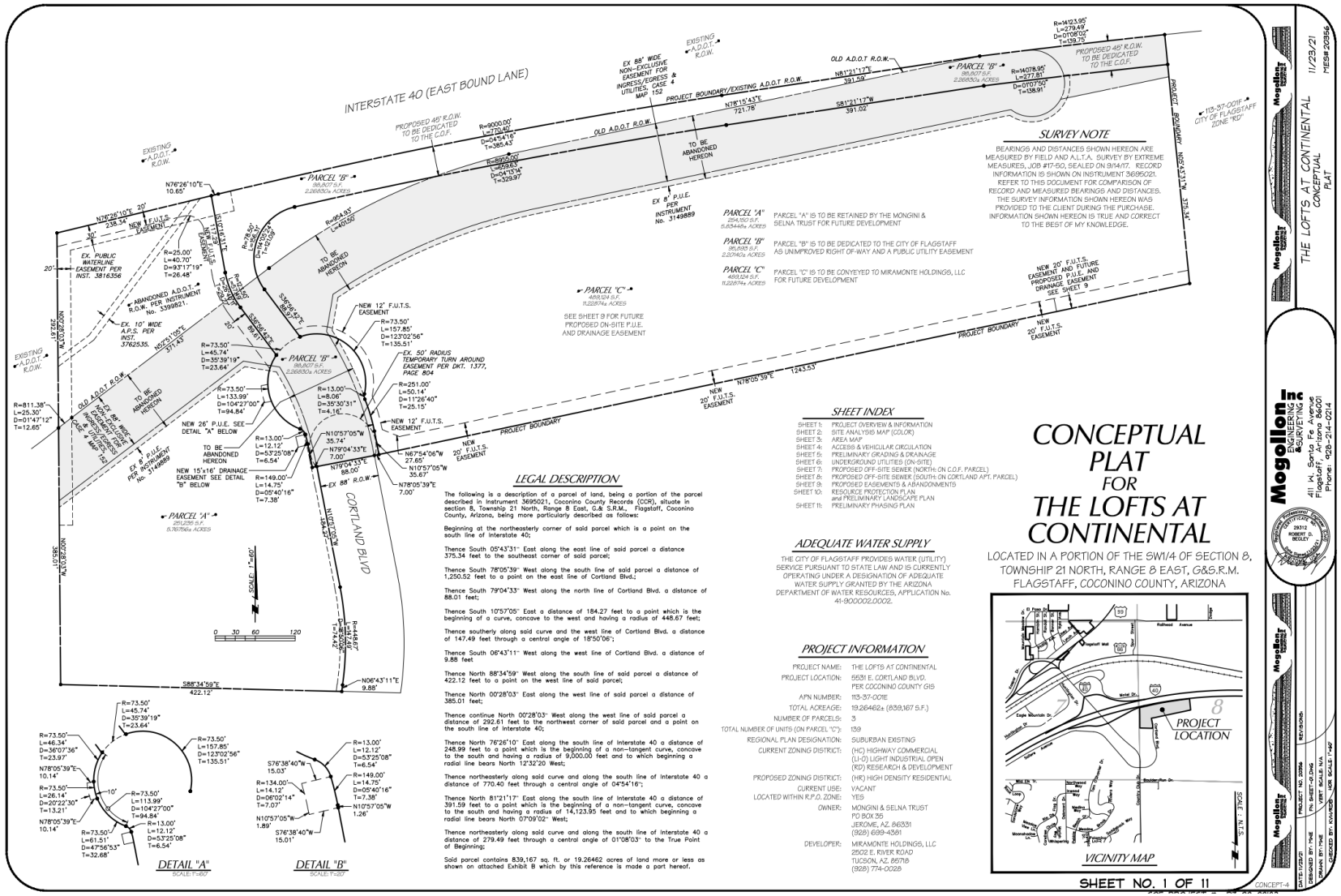
POST DEVELOPMENT TREE POINTS

1 POINT TREES	60	x 1	=	60
2 POINT TREES	21	x 2	=	42
4 POINT TREES	7	x 4	=	28
8 POINT TREES	3	x 8	=	24
20 POINT TREES	0	x 20	=	0
TOTAL TREE POINTS			=	154
TREE SAVE PERCENTAGE			=	66.4%

THERE ARE NO SLOPES OVER 17% LOCATED ON THIS SITE



Easement/Right-of-Way Exchange



Traffic Impact Analysis

- The scope of a Traffic Impact Analysis (TIA) is generally determined by the estimated peak hour trips generated by a developer, per the Engineering Standards.
- The estimated peak hour trips for this development are 65 vehicles/hour in the am and 79 vehicles/hour in the pm.
- A full Traffic Impact Analysis was not required.
- No impacts to the surrounding transportation network are anticipated that would require mitigation.

Water Sewer Impact Analysis (WSIA)

- An impact analysis was completed April 30, 2021. The proposed development is located within the City of Flagstaff urban growth boundary and can be served by City water and sewer utilities
- Water system improvements include a new loop around the property to connect to existing water main in Cortland Boulevard.
- Sewer system improvements include an extension to an existing stub south of the subject property in addition to an upsizing.

Stormwater Analysis

- Applicants have the choice of either completing a Drainage Impact Analysis with a full downstream analysis OR they can capture the difference between pre- and post-construction on site. In this case the applicant has chosen to do the latter.
- An above ground detention basin has been incorporated into the design and is located in the western portion of the property.

Zoning Map Amendment Findings

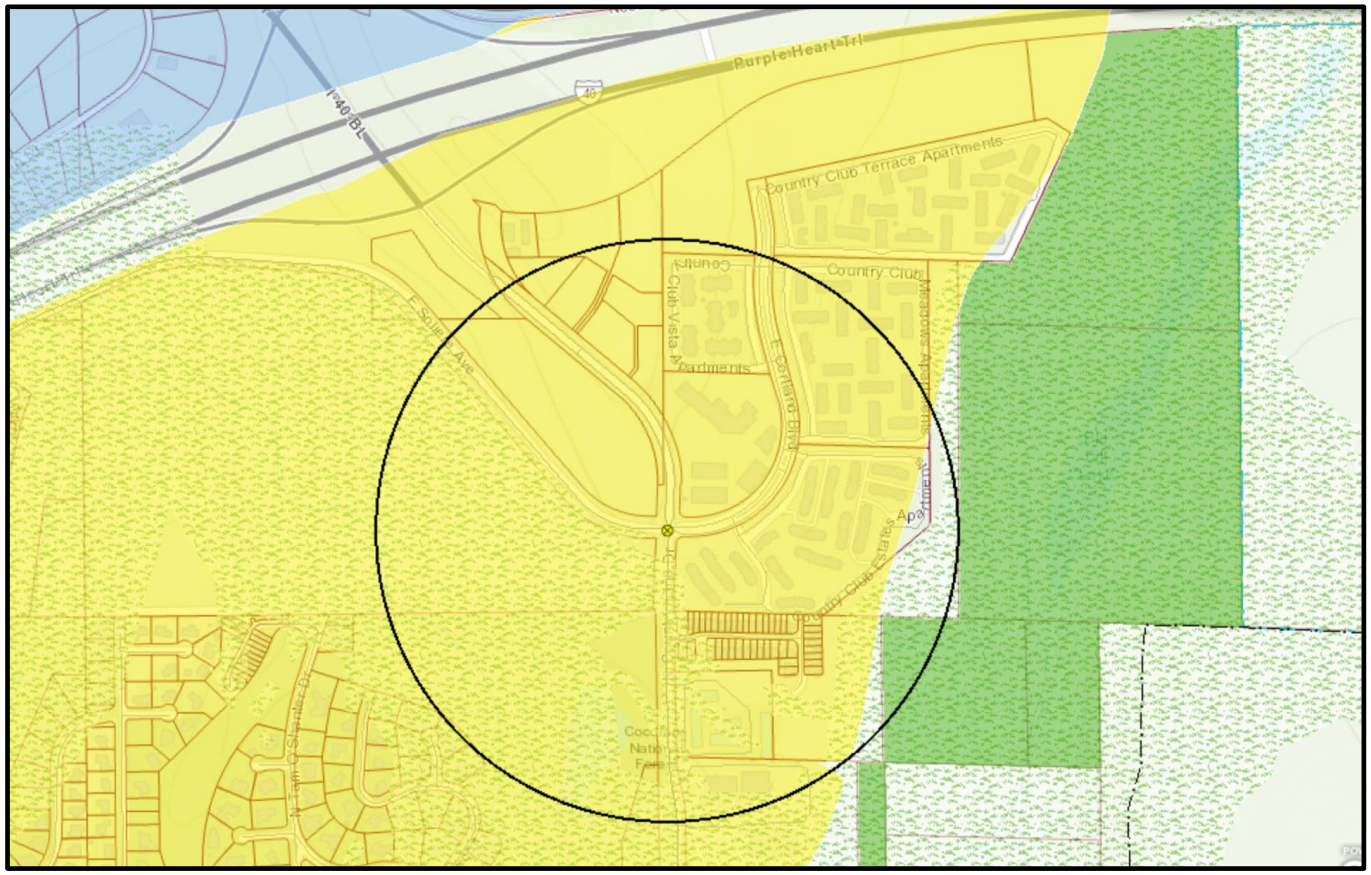
Finding #1

The proposed amendment must be found to be consistent with and in conformance with the goals and policies of the General Plan and any applicable specific plans. If the application is not consistent with the General Plan, and any other applicable specific plan, the applicable plan must be amended in compliance with the procedures established in Chapter 11-10 of the City Code prior to considering the proposed amendment

Finding #1

13.49 acres designated as Existing Suburban

- Medium to low densities of people, residences, jobs, and activities; the streets and sidewalks vary in pattern; the area is drivable to access homes and jobs, yet walkable by special pedestrian facilities such as FUTS trails; and the area may have access to public transportation. Desired density 2-13 units per acre



Zoning Map Amendment Findings

Finding #2

The proposed amendment must be determined not to be detrimental to the public interest, health, safety, convenience, or welfare of the City of Flagstaff, and will add to the public good as described in the General Plan.

Finding #2

Community Benefit

- Staff has identified the community benefit of the project to include contributions to the FUTS trail system, improvements to the existing sewer system that will support the greater area, the provision of 14 affordable housing units, and energy efficient features.

Zoning Map Amendment Findings

Finding #3

The site must be determined to be physically suitable in terms of design, location, shape, size, and operating characteristics; and the provision of public and emergency vehicle access, public services, and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

Finding #3

Adequacy of Site

- The Inter-Division Staff reviewed the application and concluded the that the site was suitable for the proposed development. The IDS team based its conclusion on the review of all applicable codes and requirements as well as impact analysis for the site.

Draft Development Agreement Contents

- Off-site sewer modification
- Dedication of improved right-of-way for cul-de-sac at the end of Cortland Boulevard.
- Dedication of unimproved right-of-way for future access to City parcel to the east.
- 10’ concrete FUTS trail through property from Cortland Boulevard to City parcel
- 10% affordable units (14 units)
- Materials Management Plan
- Energy STAR certified units
- Prohibition of short-term rentals (60 days)
- Dog park with amenities for residents
- Four electrical vehicle-ready outlets and two electrical vehicle charging stations.
- 16 uncovered bicycle parking spaces and 8 covered bicycle parking spaces where only 15 are required
- Pollinator friendly landscaping

Citizen Participation Plan

- Applicant held one virtual neighborhood meetings using the Zoom platform regarding this case on August 26th. No one from the public attended the meeting.
- A Citizen Participation Report was prepared and attached to the staff summary.
- Staff has not received any comments on this application.

Staff Recommendation

The Planning & Zoning Commission by unanimous vote (5-0) recommend the City Council finds the proposed Zoning Map Amendment in substantial conformance with the required findings and approve an amendment to the Zoning Map for 13.49 acres from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones to the High Density (HR) zone, subject to the following conditions:

1. The subject property shall be developed in substantial conformance with the concept zoning plan and project narrative including but not limited to the density and intensity and general layout approved by the Inter-Division Staff (IDS) on September 29, 2021, with this request except as modified herein.
2. Development of the HR zone shall be limited to the number of units (139) identified in the concept zone plan and used for the preparation of all impact analysis, except that a 10% increase or decrease in the total number of units identified in the concept zone plan may be approved administratively.
3. All other requirements of the Zoning Code and other City codes, ordinances, and regulations shall be met by the proposed development.
4. All terms, conditions, and restrictions detailed within the “The Lofts at Continental Development Agreement” must be fully satisfied.
5. In the event the property is rezoned, and the applicant fails to obtain final Civil Plan approval within two (2) years of the effective date of the rezoning ordinance, then the City may schedule a public hearing before the City Council for the purpose of causing the zoning on the Property to revert to the former classification of Highway Commercial, Light Industrial-Open, and Research and Development in accordance with A.R.S. § 9-462.01.

Thank you!

Questions or Comments

Transportation Impact Analysis (TIA)

- The City's Engineering Design and Construction Standards & Specifications sets thresholds and outlines the required elements and area of study for a Transportation Impact Analysis
  - Where is the project located?
  - How many trips are projected?
  - How long will the project take to develop – next year or over many years?
  - What type of trips – pedestrian, transit, auto?
  - When do the trips occur – morning, evening, weekend?
  - Are there known issues in the vicinity – intersection with severe congestion, pedestrian access?
  - What does the Regional Plan call for – new trails or roads in the area?

Purpose of a Transportation Impact Analysis

- Identify a development's impacts on the Transportation Networks
- Highlight special or unusual transportation impacts and conditions
- Develop mitigation strategies for these impacts
- Guide for fair and proportional mitigation
- Ensures uniform requirements and treatments for all developments
- Coordinates development activity with other developments, the General Plan, and the City's Capital Improvement Program

10. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Tiffany Antol, Senior Planner
Date:	03/11/2022
Meeting Date:	03/15/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-08: A resolution of the Flagstaff City Council, authorizing the execution of a development agreement between the City of Flagstaff and Mongini & Selna Childrens Irrevocable Living Trust and Miramonte Holdings, LLC, for The Lofts at Continental related to the development of approximately 13.49 acres of real property generally located at 5531 E Cortland Boulevard and establishing an effective date.

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-08 by title only
2) City Clerk reads Resolution No. 2022-08 by title only (if approved above)
3) Adopt Resolution No. 2022-08

Executive Summary:

State law allows the City to enter into development agreements with landowners and persons having an interest in real property in order to facilitate the development of the property. The Lofts at Continental development agreement is intended to facilitate the development of approximately 13.49 acres of land generally located at 5531 E Cortland Boulevard. The applicant intends to develop the property for use as a multi-family residential community. The property is currently zoned Highway Commercial (HC), Light Industrial-Open (LIO) and Research and Development (RD) and the applicant is requesting to rezone the property to High Density Residential (HR). The agreement covers the requested entitlements for the property, specifics of the development plan, developer obligations, City obligations, and affordable housing units.

Financial Impact:

There are no financial impacts associated with the Development Agreement.

Policy Impact:

There are no policy impacts affiliated with the Development Agreement.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives

- Support social services, community partners, and housing opportunities
- Support and strengthen more robust, diverse, and sustainable economy in ways that reflect community values and provides for affordable housing opportunities.
- Create a welcoming community through partnerships, resilient neighborhoods, and civic

engagement.
- Provide amenities and activities that support a healthy lifestyle.
- Actively support attainable and affordable housing through City projects and opportunities with developers.

Carbon Neutrality Plan

- Create inclusive networks for walking and biking that are continuous, attractive, safe, comprehensive, and convenient for people of all ages.
- Encourage Flagstaff residents and visitors to walk, bike, roll and take the bus.

Regional Plan

A complete analysis of the Regional Plan goals and policies can be found in the project narrative and Planning & Zoning Commission staff report dated February 3, 2022, attached to the Zoning Map Amendment staff summary.

Has There Been Previous Council Decision on This:

There have been no prior Council Decisions made in regard to this application.

Options and Alternatives:

1. Approve The Lofts at Continental Development Agreement as presented.
2. Approve The Lofts at Continental Development Agreement with additional, modified, or deleted terms.
3. Remand The Lofts at Continental Development Agreement back to staff for additional negotiations with applicant.
4. Deny The Lofts at Continental Development Agreement.

Background/History:

The applicant, Miramonte Holdings, LLC., is requesting a Concept Zoning Map Amendment to rezone approximately 13.49 acres of an existing 19.26-acre parcel from the Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zones (each make up approximately 1/3 of the area to be rezoned) to the High Density Residential (HR) zone located at 5531 East Cortland Boulevard. This amendment would allow the development of a multi-family residential development consisting of between 139 dwelling units located within 25 (4-plex, 5-plex, and 6-plex) townhouse building types. The Property is currently undeveloped land with a grouping of trees on the western edge of the proposed development site. The property gently slopes towards the east with no significant slope resources.

An applicant requesting an amendment to the Zoning map may elect to pursue either a “Direct to Ordinance with a Site Plan” or “Authorization to Rezone with a Concept Zoning Plan” per Section 10-20.50.040.D of the Zoning Code. The Direct to Ordinance with a Site Plan process requires the applicant to submit fully developed site plans with all supporting information required for site plan review concurrently with the Zoning Map amendment application. Once the Zoning Map amendment is approved by the Council, then the applicant can proceed directly to construction plan and building permit review. The Authorization to Rezone with a Concept Zoning Plan process allows the applicant to prepare a concept zoning plan and pursue site plan application after Council approves the Zoning Map Amendment. A Concept Zoning Plan should consist of a plan with proposed use(s), vicinity maps, context map, concept phasing, housing types if applicable and a proposed circulation map. This means that staff has not reviewed building heights, development standards, landscape plans, outdoor lighting plans, signage plans, or architectural design standards for this project in a detailed and cohesive manner. These reviews will only take place after the Zoning Map Amendment is approved. In this case, staff recommended that the applicant pursue a concept rezoning due to the reconfiguration of existing access rights on the proposed development site.

In 2002, the City of Flagstaff acquired the land adjacent to the subject property for open space, flood control, recreation, and redevelopment. At the time of acquisition, the City was granted an 88-foot-wide access easement through the center of the subject property. The location of the easement made the development of the subject property extremely difficult. Staff has worked with the applicant to resolve the issue through compromise. The City will abandon the existing easement and the applicant will dedicate a new 45-foot unimproved right-of-way on the northern boundary of the property in addition to providing a 10-foot concrete FUTS along the southern boundary of the property. The details of this exchange are covered in the accompanied development agreement.

Key Considerations:

The draft development agreement is attached to this report. The primary purpose of this agreement is to set out roles and responsibilities regarding the following (not limited to):

- Off-site sewer modifications
- Dedication of improved right-of-way for cul-de-sac at the end of Cortland Boulevard
- Dedication of unimproved right-of-way for future access to City parcel to the east.
- 10' concrete FUTS trail through property from Cortland Boulevard to City parcel
- 10% Affordable Housing – 14 units
- Energy STAR certified units
- Prohibition of short-term rentals (60 days)
- Materials management plan for enhanced recycling
- Dog park with amenities for residents
- Four electrical vehicle-ready outlets and two electric vehicle charging stations
- 24 bicycle parking spaces (16 uncovered, 8 covered) where 15 are required
- Pollinator friendly landscaping

Community Benefits and Considerations:

Community benefits and considerations related to this request are addressed in more detail in the Planning & Zoning commission Staff Report, dated February 3, 2022 attached to the Zoning Map Amendment staff summary.

Community Involvement:

Public hearings before the Planning & Zoning Commission and City Council are conducted in conjunction with requests for Concept Zoning Map Amendments. In accordance with Arizona State Statute, notice of the public hearing was provided by placing an ad in the Arizona Daily Sun, positing notice on the property, and mailing a notice to all property owners with 600 feet (exceeding the minimum of 300 feet) of the site. The developer held one virtual neighborhood meeting using the Zoom platform regarding this case on August 26, 2021, at 5:00p m. No one from the public attended the meeting. The second required meeting was waived by the Planning Director. Staff has not received any comments from the public as of the writing of this report.

Attachments: Res. 2022-08
Development Agreement

RESOLUTION NO. 2022-08

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, ARIZONA, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FLAGSTAFF, MONGINI & SELENA CHILDRENS IRREVOCABLE LIVING TRUST AND VP 66 AND MIRAMONTE HOLDINGS, LLC FOR THE LOFTS AT CONTINENTAL RELATED TO THE DEVELOPMENT OF APPROXIMATELY 13.49 ACRES OF REAL PROPERTY GENERALLY LOCATED AT 5531 E CORTLAND BOULEVARD AND ESTABLISHING AN EFFECTIVE DATE

RECITALS:

WHEREAS, Mongini & Selna Childrens Irrevocable Living Trust ("Owner") is the owner of approximately 19.26 acres of real property generally located at 5531 E Cortland Boulevard (the "Property"); and

WHEREAS, Miramonte Holdings, LLC ("Developer") has submitted a Concept Zoning Map Amendment for a multi-family residential development composed of approximately 139 dwelling units with associated amenities as described in the Concept Zoning Plan and Narrative; and

WHEREAS, the Owner, Developer, and the City wish to enter into a development agreement, in the form attached to this Resolution as Exhibit A ("Development Agreement"), to provide for the terms and conditions under which the Property will be developed and to set forth in detail certain obligations of Developer and the City; and

WHEREAS, developing the Property under the terms and conditions of the proposed Development Agreement would be consistent with the Flagstaff Regional Plan 2030, and Developer and the City acknowledge that the Development Agreement would operate to the benefit of both parties; and

WHEREAS, Arizona Revised Statutes § 9-500.05 authorizes the City to enter into development agreements in order to facilitate the orderly and effective development of properties.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. The Development Agreement provides benefit to the City of Flagstaff.

SECTION 2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs and land use designations of the General Plan, any applicable specific plans, and the Zoning Code.

SECTION 3. The Development Agreement complies with the requirements of Arizona Revised Statutes § 9-500.05.

SECTION 4. That the City of Flagstaff be hereby authorized to enter into the Development Agreement in the form attached to this Resolution as Exhibit A ("Development Agreement").

SECTION 5. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Development Agreement and its related documents and to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 6. That City Clerk be hereby directed to record a copy of the agreement with the Coconino County recorder no later than ten days after the development agreement is executed.

SECTION 7. This Resolution shall become effective thirty (30) days following adoption by the City Council

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of March 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Exhibits:
Development Agreement

Return to:

City Clerk
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001

DEVELOPMENT AGREEMENT

The Lofts at Continental

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into by and between the City of Flagstaff, an Arizona municipal corporation ("**City**"), Mongini & Selna Childrens Irrevocable Living Trust (the "**Owner**") and Miramonte Holdings, LLC, an Arizona limited liability company ("**Developer**"). City and Developer are referred to in this Agreement collectively as the "**Parties**" or individually as a "**Party**."

RECITALS

A. Mongini & Selna Childrens Irrevocable Living Trust (the "Owner") owns that certain real property located at 5531 E Cortland Boulevard, in Flagstaff, Arizona, designated as Coconino County Assessor Parcel Number 113-37-001E, which consists of approximately 19.26 acres. Developer is under contract to acquire a portion of the real property and develop approximately 11.22 acres legal described in Exhibit A and depicted on Exhibits B and B-1(the "**Property**"). Developer is authorized by the current owner of the Property to make the commitments described herein.

B. It is the desire and current intention of the Developer to construct a 139-unit multi-family residential community on the Property ("**Project**"). Developer proposes to amend the City of Flagstaff's Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD) zoning designation for the Property to High Density Residential (HR). Developer seeks an Authorization to Rezone with a Concept Zoning Plan, under Section 10-20.50.040(D) of the Flagstaff Zoning Code. Upon approval of the rezoning by City, Developer will acquire the Property, proceed with site plan approval, and seek to develop and construct the Project.

C. Arizona Revised Statutes Section 9-500.05 allows a municipality and a landowner or any other person having an interest in real property located in the municipality to enter into a development agreement pertaining to any matter relating to the development of such real property, including applicable land use rules, regulation, and official policies, permitted land uses, density and intensity of land use, phasing of the development and duration of the development agreement, and development fees.

D. The Parties desire to enter into this Agreement in order, among other things, to facilitate development of the Property by providing for and establishing the community character of the Property, the type of land uses and the location, density, and intensity of such land uses, as depicted in the concept zoning plan for the Project (the **"Concept Plan"),** a copy of which is attached as **Exhibit D**, and as set forth in this Agreement and as conditioned by Ordinance No. 2022-05.

E. In addition, the Parties desire to promote strategies and goals set forth in City's November 2018 Climate Action and Adaptation Plan.

F. In addition, the Parties desire to respond to City's December 2020 "Housing Crisis Emergency Declaration" (Resolution No. 2020-66) by providing 139 additional housing units for residents of the city of Flagstaff.

G. The City believes that the development of the Property pursuant to this Agreement would provide certain benefits to the City, and result in planning, safety and other benefits to the city of Flagstaff and its residents.

H. Developer acknowledges that development of the Property pursuant to this Agreement will be beneficial and advantageous to Developer by providing assurances to Developer that it will have the ability to develop the Property within the city of Flagstaff pursuant to this Agreement, under the zoning described in Recital B above, and in accordance with the Concept Plan.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals and the representations and mutual promises contained in this Agreement, the Parties agree as follows:

1. Incorporation of Recitals and Exhibits

1.1. Recitals and Exhibits. The recitals above, and any exhibit referenced or attached hereto, are incorporated into this Agreement.

2. Definitions

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

2.1 Certificate of Occupancy: An official authorization to occupy a structure as issued by the Community Development Director. Flagstaff Zoning Code 10-80.20.030.

2.2 City: The City of Flagstaff, an Arizona municipal corporation.

2.3 Concept Plan: A generalized plan that conceptually illustrates a development proposal, including the identification of proposed land uses, land use intensity, circulation, and open space/sensitive areas. The relationship of the proposed development to existing surrounding development and uses should also be reflected. Flagstaff Zoning Code 10-80.20.30.

2.4 Developer: Miramonte Holdings, LLC, an Arizona limited liability company and or its affiliates, assignees, or successors-in-interest.

2.5 FUTS (Flagstaff Urban Trail System): A city-wide network of non-motorized, shared-use pathways that are used by bicyclists, walkers, hikers, runners, and other users for both recreation and transportation. Flagstaff Zoning Code 10-80.20.070.

2.6 HERS (Home Energy Rating System): A scoring system established by the Residential Energy Services Network (RESNET) in which a home built to the specifications of the HERS Reference Home (based on the 2006 International Energy Conservation Code) scores a HERS Index of 100 while a net zero energy home scores a HERS Index of 0. The lower a home's HERS Index, the more energy-efficient it is. Flagstaff Zoning Code 10-80.20.080.

2.7 LED (Light Emitting Diode): A semiconductor device that emits light when an electric current flows through it.

2.8 Low VOC (Volatile Organic Compounds): Low VOC refers to volatile organic compounds that are not harmful to the environment or humans.

2.9 Project: A 139-unit multi-family residential community located at 5531 E. Cortland Boulevard, Flagstaff, Arizona 86004 and shown on the Concept Plan attached hereto as Exhibit D.

2.10 Property: A portion of the property located at 5531 E. Cortland Boulevard, Flagstaff, AZ. 86004, Assessor Parcel Number 113-37-001E, approximately 11.22 acres legal described in Exhibit A and depicted on Exhibits B and B-1.

2.11 Owner: Owner means, any current or future owner of the Property.

3. Entitlements

3.1. Requested Zoning. Developer intends to develop the Property for use as a high-density multifamily residential community with a maximum of 139 dwelling units in conformance with the Flagstaff Regional Plan 2030. The Property is currently zoned Highway Commercial (HC), Light Industrial-Open (LI-O), and Research and Development (RD). Developer is concurrently requesting a rezone of the Property to High Density Residential (HR).

3.2. Conditions of Zoning Map Amendment. Developer agrees to be subject to all the terms, conditions, and stipulations of the rezoning ordinance for PZ-20-00183 (Ordinance No. 2022-05), including any approved development standards, engineering, or other modification(s). In addition to the provisions for reversion set forth in Ordinance No. 2022-05 and the Flagstaff City Code, Developer's failure to obtain a building permit for the entirety of the Project within two years of the effective date of the rezoning ordinance shall entitle City, in its sole discretion, to conduct a public hearing for the purpose of reverting zoning on the Property to its former zoning classifications, in accordance with Arizona Revised Statutes § 9-462.01.

3.3. Subdivision Plat. Following the zoning map amendment approval, Owner will record a subdivision plat to create the Property subject to the zoning map amendment allowing for acquisition by the Developer. The final subdivision plat will abandon an existing 88-foot wide

easement for ingress, egress and utilities granted to the City of Flagstaff as set forth in the deeds recorded in the office of Coconino County Recorder Instrument Nos., 3149889, 3149890, and in Case 4 Map 152 as well the abandonment of an adjacent 8' PUE as shown in Case 4 Map 152; dedicate an unimproved 45-foot wide public right-of-way to the City of Flagstaff in fee simple which the City may use for future access to a regional park facility; as well as create a remainder parcel within the Highway Commercial (HC) Zone not subject to the zoning map amendment approval or this Agreement.

4. Development Plan

4.1. Project Description. The Project contemplated by this Agreement shall consist of a multi-family housing development consisting of a maximum of 139 rental units (12.38 units per acre) on the Property as set forth in the Concept Plan. There will be a total of 25 buildings. The project will include, 30 one-bedroom units, 79 two-bedroom units, and 30 three-bedroom units. Two-bedroom/two-bedroom combination units may be replaced with a three-bedroom/one bedroom combination and not affect minimum parking requirements. Fourteen of the rental units will be permanently affordable in accordance with Division 10-30.20 of the Flagstaff Zoning Code (30-year term) and subject to the Affordability Plan, described in **Section 5.5** below and attached as **Exhibit C**. Developer may request amendments to the Concept Plan or the eventual site plan in accordance with the Flagstaff Zoning Code and accordance with Ordinance No. 2022-05 Notwithstanding the foregoing, the unit mix within the Project may be modified no more than ten percent without City Council approval. The Project will include the following amenities and benefits:

4.1.1 Project Amenities:
A dog park will be included for residents to meet and allow their dogs to play in a safe and controlled area and will include benches, and a ramada. Each unit will have a covered patio and a storage unit.

4.1.2 Open Space/Common Area. The Project shall include not less than 1.68 acres of common open space. The project has been designed to preserve the greatest number of existing trees on the site, the stand of ponderosa pine trees that is in the northwest portion of the site will remain. This will help to maintain the animal community and will increase the overall value of the project.

A FUTS will be constructed abutting the new cul-de-sac continuing along the southern property line and terminating at the eastern property line, providing direct access to over 70 acres of City owned property, **Sections 4.1.3, 5.1.5 and 5.2.2.**

4.1.3 Civic Space. The Project shall include not less than 0.56 acres of civic space. Developer may satisfy this requirement through the extension of the concrete FUTS trail, **Sections 4.1.2, 5.1.5 and 5.2.2.**

4.1.4 Recycling. Developer will provide recycling collection facilities at all solid waste enclosures within the Project which will include signage on City approved recycling materials. All units will include double heavy duty hidden

waste baskets in the kitchen cabinets to promote recycling. Property managers will include educational materials to residents at move in on what can and cannot be recycled. Residents will also be provided with information on local valet services for recycling and composting and how they can learn more about ways to recycle by contacting the City of Flagstaff Sustainability Program at 928-213-2152 or sustainability@flagstaffaz.gov.

4.1.5 Prohibition on Short Term Rentals. No lease or rental agreement shall be for a period of less than sixty (60) days.

4.1.6 Bicycle Storage and Amenities. Developer will provide bicycle parking facilities for 24 bicycles, 16 uncovered and 8 covered.

4.1.7 Department of Energy / Environmental Protection Agency. All units will be ENERGY STAR certified and documentation will be provided prior to certificate of occupancy. Low- VOC and formaldehyde free materials will be used for the carpet, cabinets, and paint. The units will include energy recovery ventilators for air quality and engineered HVAC to ensure efficiency. HERS scores will be below 58. Units shall achieve the Department of Energy ENERGY STAR certification for multifamily new construction verified by a third-party verification professional and Environmental Protection Agency and Indoor airPLUS label through verification by a certified home energy rater using the Indoor airPLUS Verification Checklist. All appliances will be electric.

4.1.8 Landscaping. The Project will provide native drought tolerant plants as identified in the Landscaping Plan approved by the City of Flagstaff and will be planted in compliance with the City of Flagstaff Landscaping Standards Section 10-50.60. Rainwater harvesting will be utilized by collecting roof runoff in gutters and downspouts to passively irrigate At-Grade landscaping. The added plants will help with runoff, provide clean air into the environment, and provide natural habitat for insects, pollinators, birds, and small animals.

4.1.9 Garden. The Project will provide butterfly nectar plants as shown on the Landscape Plan in support of the Mayor's Monarch Pledge. This is approximately a 1,900 square foot area and will be located at the entrance of the development for the residents to enjoy. No chemicals or pesticides will be used to maintain the garden. A vegetable and herb garden will also be incorporated into the Project in this location or in an alternative location within the development for the residents.

4.1.10 Electric Vehicle (EV) Parking. The Project will provide four parking spaces with EV ready outlets per the requirements of the Flagstaff City Code, Title 4 Building Regulations, and two EV charging stations.

4.1.11 Development Standards. For a period of five (5) years from the Effective Date, development of the Property, as well as the requirements for Improvements, will be governed by the Flagstaff Zoning Code, ordinances, regulations, rules, guidelines, and standards in effect on the Effective Date. For any development

application(s) made after five (5) years from the Effective Date, the codes, ordinances, regulations, rules, guidelines, and standards in effect at the time of application shall apply. Regardless of the time of development, current City Engineering Standards, Building Code, Fire Code and other Code provisions, regulations, rules and guidelines shall apply to the Project.

5. **Developer Obligations**

5.1.1 Construction of Public, Private and Other Related Improvements. Prior to issuance of public improvement permits for any phase or component of the Project, Developer shall provide security, in a form satisfactory to the City as set forth in the City's Zoning Code, that public and other related improvements will be constructed in accordance with approved plans. Developer shall, at its own expense, construct or cause to be constructed all public and private improvements as required by City's code or ordinances and this Agreement, and in accordance with approved specifications. Following construction of the described public improvements, and dedication of the same to City, City shall assume, at its expense, and in accordance with City policies, the maintenance and repair of all public improvements to be constructed. Developer agrees that the construction of the public and other related improvements will coincide with the development of the Project.

Specifically, the scope and nature of the on-site and off-site improvement to be constructed in connection with the Project are as follows:

5.1.2 General Off-site Roadway Improvements: Developer will construct a cul-de-sac at the end of Cortland Boulevard per City standards, Standard Detail 10-04-010 City of Flagstaff Engineering Standards.

5.1.3 Traffic. In accordance with the Project's Traffic Impact Statement submitted to the City, prepared by CivTech, dated May 20, 2021, traffic from the completed Project will have a minimal effect on existing conditions in the surrounding area and no mitigation measures are warranted or recommended.

5.1.4 Adjacent Right-of-Way Landscaping Maintenance. All landscaping and irrigation in adjacent right-of-way areas, including parkways, shall be maintained by the Developer or assignee(s).

5.1.5 Flagstaff Urban Trail System. Developer shall construct a concrete FUTS trail within the Property according to the City of Flagstaff Engineering Standards Section 14-01-010 Flagstaff Urban Trails System Details as it concerns width, drainage, lighting, landscaping, and all other necessary requirements, as generally depicted on the Concept Plan. FUTS access pathways shall not be gated or otherwise obstructed and shall be open to the

general public at all times. Developer agrees that the construction of the trail system will coincide with the development of the Property. Developer will dedicate a public easement to facilitate the FUTS as set forth in **Section 5.2.2**. The City shall maintain the FUTS and shall have the right of reasonable access to the easement for maintenance, repair, or reconstruction of the Trail.

5.1.6 Infrastructure Improvements: Developer shall construct all public and private improvements required to support the Project. Developer shall design and install water and sewer mains and services within the project site per the City of Flagstaff's Engineering and Design and Construction standards.

5.1.7 Off-site Water and Sewer Improvement Requirements.

Sewer: Developer shall be responsible to construct offsite sewer improvements as shown in the Water and Sewer Impact Analysis for the Lofts at Continental dated April 30, 2021 (the "WSIA"). Developer will upsize an existing 8" downstream sewer main to a 10" sewer main and construct a sewer line on the City of Flagstaff parcel, APN 113-37-001F to connect to a future sewer stub located on parcel 113-37-002F. Developer will secure the necessary public utility easements across the private property and from the City of Flagstaff for the project. In the case that the sewer has not been upsized on APN 113-37-002F, and therefore the future sewer stub has not been constructed, the Developer shall construct a 10" sewer main to manhole 23-087 as shown on the civil site plan for Cortland Apartments sealed May 2, 2019.

Water: There is an 8" PVC water line in the right-of-way of Cortland Boulevard. The onsite system will loop the property and connect to a newly installed 18" waterline that crosses I-40.

The water and sewer improvements must be completed and accepted by the City prior to the issuance of the first Certificate of Occupancy for the Project. The improvements shall be designed and built-in accordance with the City Engineering Standards and ADEQ requirements.

5.1.8 Stormwater. Developer shall meet all City of Flagstaff storm water, pre versus post retention, peak flow mitigation, Low Impact Development, and rainwater harvesting requirements per the approved drainage report and drainage impact analysis dated 3/29/2021 and Concept Plan. The Parties agree that no off-site infrastructure improvements are required other than to serve the Project.

5.2 Public Easements.

5.2.1 Utility and Drainage. Public utility and drainage easements must be identified on the construction plans and dedicated prior to the approval of

civil plans. Dimensions for these easements must be in accordance with City requirements.

5.2.2 FUTS Trail. As part of the development of the Property and to facilitate the expansion of FUTS, Developer will dedicate a 20-foot wide FUTS easement to the City as part of the required subdivision plat for the Property described in **Section 5.1.5.**

5.2.3 Sewer, Waterlines, Ingress and Egress Access Easement Reservation Abandonment. City and Developer shall execute and record an abandonment of an existing 20-foot-wide reservation of easement for sewer, waterline, ingress and egress over, under, and across APN 113-37-001F per deeds recorded in the Office of the Coconino County Recorder Instrument Nos. 3149889, and 3149890, on the form attached as **Exhibit E**.

5.3 Materials Management. Developer agrees to incorporate infrastructure to support residents' recycling activities on-site, including the provision of adequate space to locate recycling receptacles next to receptacles dedicated for trash. During construction, Developer will have a written solid waste program that includes a plan for recycling or reuse of paper, cardboard, plastics, and metals; recycling or reuse of lumber scraps; and diversion of masonry, cementitious and possibly gypsum material from the landfill. To the extent feasible, Developer will reuse native materials on-site. To ensure compliance with this section Developer agrees to work with the City and allow City access to the Project site as needed (including during construction).

5.4 Rental and Management Policies. Developer will adhere to the following policies in the rental and management of the rental units:

- No lease or rental agreement, direct or indirect sublease, assignment, or transfer of obligations of a tenant shall be for a period of less than 60 days.
- All lease or rental agreements shall include an eviction addendum prohibiting illegal, nuisance and dangerous conditions and activity.
- Developer will implement and maintain, City's Crime-Free Multi-Housing Program, if one is in place, including having a Crime Free Multi Housing Plan approved by the City Police Department, prior to receiving a certificate of occupancy.
- Developer will provide annual training to property management for the purposes of managing, operating, and maintaining the Project in accordance with the provisions of this Section.

5.5 Affordable Housing.

5.5.1 Plan Details. Developer shall provide ten percent (10%) of the overall unit count (based on the Concept Plan, 14 of 139 units) (the "**Affordable Units**") as income-restricted rental units for households earning, on average, up to eighty percent (80%) of the Area Median Income ("**AMI**"), as defined by the United States Department of Housing and Urban Development

("**HUD**"), or its successors, with no single household exceeding one hundred percent (100%) of AMI. Additional eligibility criteria and other requirements pertaining to this affordability program are set forth in the Affordability Plan attached as **Exhibit C**. The Affordability Plan may be modified by and between the City's Housing Director and Owner without further Council action or need to formally amend this Agreement. Affordable Units must remain affordable as described above and subject to the Affordability Plan for thirty years (30) following the Project's certificate of occupancy.

6 **City Obligations**

6.1 City Water and Sewer Easement Reservation. City agrees to reserve a non-exclusive 40-foot wide strip of land for City water and sewer purposes on APN parcel 113-37-001F using the form of reservation with accompanying legal description attached as **Exhibit F** to allow the Developer to make the required sewer upgrades as described in this agreement. Developer is responsible for obtaining all other easements necessary to complete the work on private property.

6.2 Abandon Easement. The City of Flagstaff agrees to abandon an existing 88-foot-wide easement for ingress, egress and utilities as set forth in the deeds recorded in the office of Coconino County Recorder Instrument Nos. 3149889 and 3149890 and in Case 4 Map 152, as well as the abandonment of an adjacent 8' PUE as shown in Case 4 Map 152 with the agreement to construct the concrete FUTS described above in Section 5. And dedication of an unimproved 45-foot-wide public right-of-way to the City of Flagstaff in fee simple for future access to a regional park facility and any other use as deemed appropriate by the City of Flagstaff with the recordation of the final subdivision plat as noted in **Section 3.3**.

7 **Termination of Real Estate Exchange Agreement**. The parties have completed all terms and agreement of the real estate exchange agreement dated May 22, 2002, except for provisions 15 and 18. The parties agree that these provisions are no longer necessary and required to complete the exchange. Provision 16 and 17 have been terminated through the abandonment of easements by both parties as described herein. The parties agree to execute the Termination of Real Estate Exchange Agreement attached as **Exhibit G.**

8 **Default and Remedies**

8.1 Events Constituting Default. A Party is in default if such Party breaches an obligation required of the Party under this Agreement and such breach continues for a period of thirty days after written notice thereof from the Party not in default; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period following written notice, then in that case the default may be cured if the Party failing to perform commences a cure within such 30-day period and thereafter diligently and expeditiously pursues such cure to completion within ninety days of the written notice.

8.2 Developer's Remedies. Subject to the provisions of **Section 8.4**, in the event that City is in default under this Agreement and fails to cure any such default within the time period required therefore as set forth in **Section 8.1**, then, in that event, in addition to all other legal and equitable remedies which Developer may have, Developer may terminate this Agreement by written notice delivered to City.

8.3 City's Remedies. Subject to the provisions of **Section 8.4**, in the event that Developer is in default under this Agreement, and Developer thereafter fails to cure any such default within the time period described in **Section 8.1**, then, in that event, in addition to all other legal and equitable remedies which City may have, City may terminate this Agreement by written notice delivered to Developer.

8.4 Dispute Resolution. In the event there is a dispute hereunder that the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five-day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before the commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to commercial property development. Each Party agrees to bear its own costs in mediation. The Parties will not be obligated to mediate if an indispensable party is unwilling to join the mediation. This section does not constitute a waiver of a Party's right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is sought under the Arizona Rules of Civil Procedure.

8.5 Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, Developer shall have no further rights to develop the Property pursuant to this Agreement.

8.6 No Personal Liability. No current or former member, manager, officer, director, agent, representative, official, employee or other natural person of City or Developer when acting within the scope of their official capacity shall be personally liable (a) in the event of any default or breach by City or Developer, as applicable; (b) for any amount which may become due to the nonbreaching party or its successor or assign; or (c) pursuant to any obligation of City or Developer, as applicable, under the terms of this Agreement.

8.7 Liability and Indemnification. Developer shall indemnify, protect, defend and hold harmless City, its Council members, officers, employees, and agents for, from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the performance of this Agreement by City or Developer, or nonperformance of this Agreement by Developer.

9 **General Provisions.**

9.1 Action in Furtherance of Agreement. Each Party, promptly upon the request of the other, will take such further actions and will execute, acknowledge and deliver to the other any and all additional instruments as may be necessary or proper to carry out the purpose and intent of this Agreement.

9.2 Amendments. This Agreement may be amended or cancelled in whole or in part at any time by written amendment executed by the Parties or by their successors in interest. All amendments to this Agreement must be recorded in the Official Records of Coconino County, Arizona, within ten days following execution, as required by A.R.S. § 9- 500.05(D).

9.3 Assignment; Successors. The provisions of this Agreement shall inure to the benefit and be binding upon any successors and assigns of the Parties hereto. Notwithstanding anything contained in the foregoing to the contrary, until completion of construction of the Project, the right of Developer to assign its rights, duties, and obligations under this Agreement shall be limited to the following:

9.3.1 Assignment by Developer in connection with obtaining financing and the exercise of lender remedies with respect thereto;

9.3.2 Assignment of all rights and obligations of Developer under this Agreement to a real estate developer reasonably acceptable to and approved by City; however, if Developer or a current principal of Developer retains an ownership interest and management control in such real estate developer, then, in that event, City's prior approval shall not be required; or

9.3.3 Assignment by Developer of its rights under this Agreement to a corporation, partnership, joint venture, limited liability company, trust, or other legal entity, which is controlled by, under common control with, or which controls Developer, or which is owned or controlled by a principal of Developer.

With the exceptions noted above, Developer shall not transfer or assign any part of its rights and/or obligations arising under this Agreement without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned, or delayed. After the completion of construction of the Project, Developer may assign this Agreement to any purchaser without City's consent (provided that City is timely notified of such assignment). Notwithstanding anything contained in the foregoing to the contrary, no assignment of this Agreement or any specific rights, obligation, or duties of Developer under this Agreement shall release Developer, its successors, or assigns, from its obligations hereunder, unless specifically agreed to by City.

9.4 Attorney's Fees and Costs. If legal action by any Party is brought because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and court costs.

9.5 Authority to Sign. The person executing this Agreement on behalf of Developer warrants and represents that they have the authority to execute this Agreement on behalf of Developer, and that the execution of this Agreement has been approved by all required actions on the part of such Parties, and that this Agreement is fully binding on such Parties.

9.6 Choice of Law. This Agreement shall be construed under and in accordance with the laws of the State of Arizona.

9.7 Compliance with All Laws. Developer will comply with all applicable Federal, State, County and City laws, ordinances and regulations.

9.8 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to the cancellation provisions of A.R.S. § 38-511.

9.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute an original, but all of which will constitute one and the same agreement.

9.10 Covenants Run with the Land. The covenants and agreements contained in this Agreement are mutual covenants and also constitute conditions to the subsequent or concurrent performance of the Party benefitted thereby. All covenants shall be covenants running with the land and shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.11 Effective Date and Term. This Agreement shall be effective (the "**Effective Date**") upon execution by the Parties hereto and recordation in accordance with A.R.S. § 9-500.05 (as amended). The term of this Agreement shall extend from the Effective Date of this Agreement and shall automatically terminate thirty years from such date.

9.12 Estoppel Certificate; Financing. Developer may request of City's Manager by providing written notice, and City's Manager shall, within sixty calendar days of such request, respond in writing to Developer certifying, if such be true, (a) this Agreement is in full force and effect; and (b) there are not, to City's knowledge, any uncured defaults on the part of Developer, or specifying such defaults if they are claimed.

9.13 General Plan Compliance. This Agreement ensures that all development on the Property shall be consistent with City's General Plan recommendation for the Property as required by A.R.S. § 9-500.05(B).

9.14 Entire Agreement. This Agreement, including the following exhibits which are incorporated in this Agreement by reference, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings or agreements

between the parties. This provision applies only to the entirety of this Agreement; additional and separate zoning stipulations and agreements with the City may apply to the Property, and this provision has no effect on them.

Exhibit A- Legal Description of the Property
Exhibit B, Map
Exhibit B-1, Line and Curve Tables
Exhibit C- Affordability Plan
Exhibit D- Concept Plan
Exhibit E-Abandonment of Reservation of Easement for Sewer and Waterlines
Exhibit F-City Water and Sewer Easement Reservation
Exhibit G-Termination of Real Estate Exchange Agreement

9.15 No Obligation to Develop. Except as specifically set forth in this Agreement, there shall be no obligation for Developer to construct the Project.

9.16 No Partnership; No Agency. It is specifically understood and agreed by and among the Parties that the development of the Project on the Property is a private development, that no Party is acting as the agent of any other Party in any respect, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The Parties acknowledge and agree that this Agreement does not create a partnership, joint venture, or similar entity, and that no such partnership, joint venture, or similar entity has been created by City and Developer.

9.17 No Third-Party Beneficiaries. No person or entity other than a Party to this Agreement or legal representative, successor in interest, or assign of such party shall be entitled to rely on this Agreement or the performance of any Party. This Agreement is not made for the benefit of any person or entity not a Party.

9.18 Notices. Unless otherwise specifically provided in this Agreement, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the third business day after mailing by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows:

To City:	To Developer:
City Manager City of Flagstaff 211 W. Aspen Avenue Flagstaff, AZ 86001	Miramonte Holdings, LLC 102 S. Mike's Pike Flagstaff, AZ 86001
Copy to:	
City Attorney City of Flagstaff	Aspey, Watkins & Diesel, PLLC Whitney Cunningham

211 W. Aspen Avenue Flagstaff, AZ 86001	123 N. San Francisco St., Suite 300 Flagstaff, AZ 86001

9.19 Recording of Agreement. In accordance with A.R.S. § 9-500.05(D), this Agreement shall be recorded in its entirety in the Official Records of Coconino County no later than ten days from the date of its execution.

9.20 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect construction or interpretation of this Agreement.

9.21 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

9.22 Time is of the Essence. For the purposes of enforcing the provisions of this Agreement, time is of the essence.

9.23 Waiver. No waiver by any Party to this Agreement of a breach of any of the terms, covenants, conditions of this Agreement shall be construed or be held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant, or condition of this Agreement.

10 Waiver of Claim for Diminution in Value

10.1 Developer hereby waives and fully releases any and all financial loss, injury, claims, and causes of action that Developer may have, now or in the future, for any "diminution in value" and for any "just compensation" under the Private Property Rights Protection Act, codified in A.R.S §§ 12-1131 through 12-1138 (the "**Act**"), in connection with the application of City's existing land use laws and including Ordinance No. 2022-05 regarding the Property. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under the Act with regard to the subject Property. Developer agrees to indemnify, hold harmless, and defend City, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses, and expenses, including attorney's fees and litigation costs, that may be asserted by or may result from any of the present or future owners of any interest in the Property seeking potential compensation, damages, attorney's fees, or costs under the Act that they may have, as a result of the application of City's existing land use laws, including Ordinance No. 2022-05, upon the Property.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer has executed this Agreement, and City has caused this Agreement to be executed by its duly authorized representatives.

City of Flagstaff	**Miramonte Holdings, LLC**
_____	_____
Paul Deasy, Mayor	By Chris Kemmerly, Member
Date_____	Date_____

Attest:

_____
City Clerk

Approved as to form and authority:

_____
City Attorney

STATE OF ARIZONA)
) ss.
County of Coconino)

On this _____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared Chris Kemmerly, personally known to me or shown by satisfactory evidence to be the person whose signature appears above and acknowledged to me that he signed the foregoing document for the purposes therein contained. IN WITNESS WHEREOF, I have set my hand and official seal.

_____
Notary Public

Seal:

Exhibit A
Legal Description of the Property

EXHIBIT "A"

The following is a description of a parcel of land, being a portion of the parcel described in Instrument 3695021, Coconino County Records (CCR), situate in section 8, Township 21 North, Range 8 East, G.& S.R.M., Flagstaff, Coconino County, Arizona, being more particularly described as follows:

Beginning at the southeast corner of said parcel:

Thence North 05°43'31" West along the east line of said parcel a distance of 330.34 feet to a point which is the beginning of a non-tangent curve concave to the south and to which point a radial line bears North 06°03'39" West having a radius of 14,078.95 feet;

Thence westerly along said curve a distance of 277.81 feet through a central angle of 01°07'50";

Thence South 81°21'17" West a distance of 391.02 feet to a point which is the beginning of a non-tangent curve concave to the south and to which point a radial line bears North 08°38'04" West having a radius of 8955.00 feet;

Thence westerly along said curve a distance of 659.63 feet through a central angle of 04°13'14" to a point which is the beginning of a compound curve concave to the southeast and having a radius of 78.50 feet;

Thence southerly along said curve a distance of 156.31 feet through a central angle of 114°05'24";

Thence South 36°56'42" East a distance of 88.97 feet to a point which is the beginning of a non-tangent curve concave to the west and to which a radial line bears North 19°56'10" West and having a radius of 73.50 feet;

Thence easterly and southerly along said curve a distance of 157.85 feet through a central angle of 123°02'56" to the beginning of a reverse curve concave to the east and having a radius of 13.00 feet;

Thence southerly along said curve a distance of 8.06 feet through a central angle of 35°30'31" to the beginning of a reverse curve concave to the west and having a radius of 251.00 feet;

Thence southerly along said curve a distance of 50.14 feet through a central angle of 11°26'40";

Thence South 10°57'05" East a distance of 35.67 feet to a point an the south line of said parcel;

Mogollon Engineering and Surveying, Inc.
411 W Santa Fe Ave. Flagstaff, AZ 86001-mogollon99@aol.com- 928-214-0214

Thence North 78°05'39" East along the south line of said parcel a distance of 1243.53 feet to the **True Point of Beginning.**

Said parcel contains 11.22874 acres of land more or less as shown on attached Exhibit B which by this reference is made a part hereof.

Parcel C



Exhibit B
Map

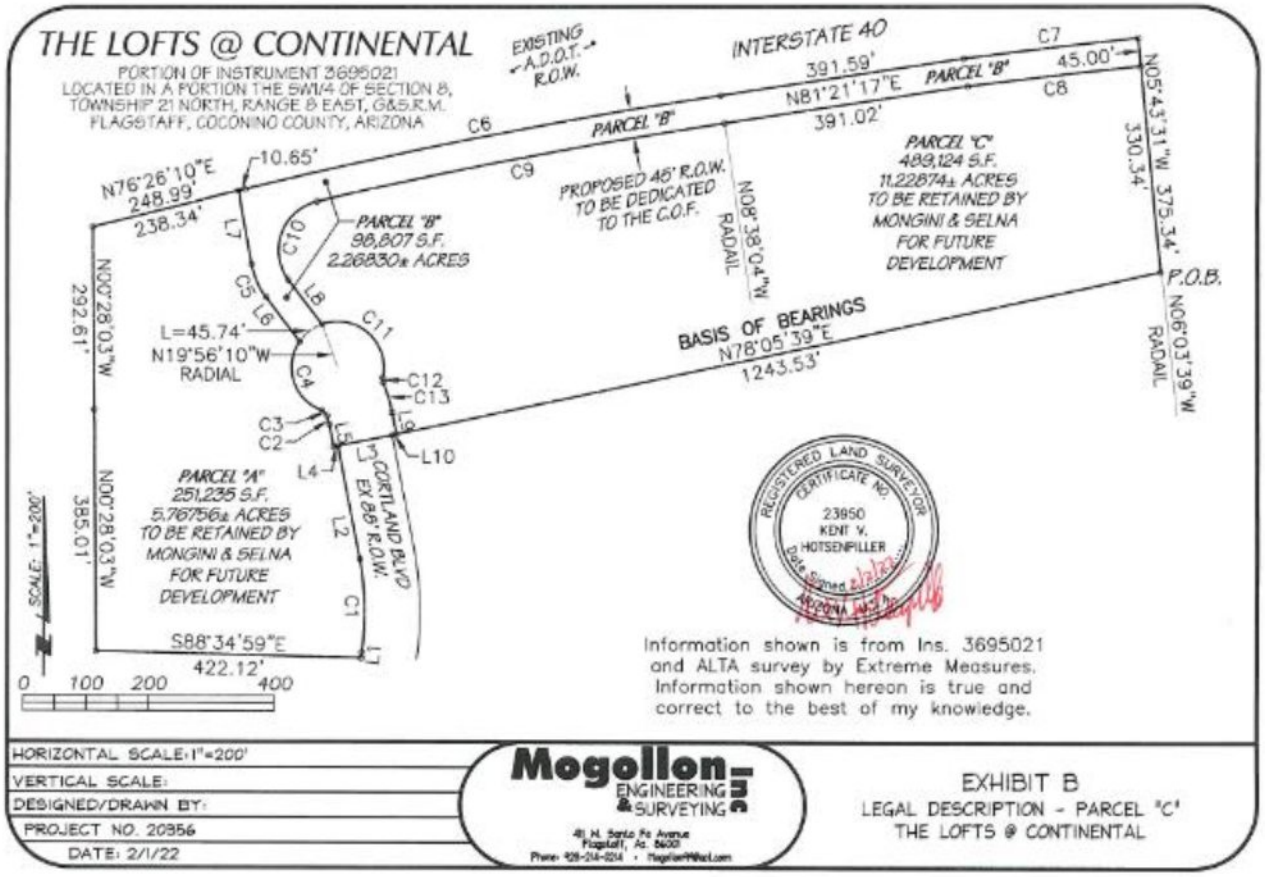


Exhibit B-1
Line and Curve Tables

THE LOFTS @ CONTINENTAL

PORTION OF INSTRUMENT 3695021
LOCATED IN A PORTION THE SW1/4 OF SECTION 8,
TOWNSHIP 21 NORTH, RANGE 8 EAST, G&S.R.M.
FLAGSTAFF, COCONINO COUNTY, ARIZONA

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N06°43'11"E	9.88'
L2	N10°57'05"W	184.27'
L3	N79°04'33"E	88.00'
L4	N79°04'33"E	7.00'
L5	N10°57'05"W	35.74'
L6	S36°56'42"E	89.61'
L7	S10°16'31"E	117.29'
L8	S36°56'42"E	88.97'
L9	N10°57'05"W	35.67'
L10	N78°05'39"E	7.00'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	448.67'	147.49'	18°50'06"
C2	149.00'	14.75'	05°40'16"
C3	13.00'	12.12'	53°25'08"
C4	73.50'	133.99'	104°27'00"
C5	123.50'	57.49'	26°40'11"
C6	9000.00'	770.40'	04°54'16"
C7	14123.95'	279.49'	01°08'02"
C8	14078.95'	277.81'	01°07'50"
C9	8955.00'	659.63'	04°13'14"
C10	78.50'	156.31'	114°05'24"
C11	73.50'	157.85'	123°02'56"
C12	13.00'	8.06'	35°30'31"
C13	251.00'	50.14'	11°26'40"

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23950
KENT V.
HOTSENPILLER
Date Signed 2.14.22
ARIZONA U.S.A.

HORIZONTAL SCALE: 1"=200'
VERTICAL SCALE:
DESIGNED/DRAWN BY:
PROJECT NO. 20356
DATE: 2/1/22

Mogollon ENGINEERING & SURVEYING
411 N. Santa Fe Avenue
Flagstaff, Az. 86001
Phone: 928-214-0214 • MogollonPE@aol.com

EXHIBIT B
LEGAL DESCRIPTION - PARCEL "C"
THE LOFTS @ CONTINENTAL

Exhibit C
Affordability Plan

This Affordability Plan is referenced in the Development Agreement between Developer and the City of Flagstaff, approved by Council through Ordinance No. 2022-05. This document may be modified by and between the City's Housing Director and property Owner without further council action or need to amend the Development Agreement. The Development is comprised of up to 139 multi-family units, of which 10% (i.e., 14 units) will be designated as rent restricted for the Affordable Housing Program (the "**Program**"). This document serves to detail the requirements set forth in **Section 5.5**, and is referred to as **Exhibit C**, in the Development Agreement. The Program will be run by the chosen property management company and overseen by the City of Flagstaff Housing Section.

Program Details

- 14 of the 139 units will be designated as affordable
- The affordable unit mix is as follows:

Unit Mix		
Unit Size	Designated Affordable	Total in Project
One bedroom	3	30
Two bedroom	8	79
Three bedroom	3	30

- Applicants who initially qualify for an affordable unit shall earn an income no greater than 80% of the Area Median Income (AMI), refer to Attachment A for the 2021 Flagstaff Income Limits.
- The maximum monthly rental price will be implemented according to the affordable rent limits in Attachment B. The rent limits are provided by City staff annually account for different unit sizes and varying income levels (30% - 80% AMI). Developer will use rent limits provided by the City for leases commencing thirty (30) days after receipt. In the event that market rate rents are lower than the rent limits provided, the tenant shall be charged market rate rent. Developer agrees at all times to maintain 14 affordable units.
- Management shall refer to the local utility allowances provided in Attachment C and deduct the allowance from the base rent. City staff will work with the property management company before certificates of occupancy are issued to calculate the utility allowance based on unit size and utility services onsite.
  Affordable units will be managed by the property management company and overseen by the City of Flagstaff Housing Section. Biannual reports must be submitted to Housing staff, refer to Reporting Requirements below. Lease terms shall be no less than 60 days.

Eligibility Requirements

Applicants who qualify for an affordable unit shall earn an income no greater than 80% AMI. Developer will collect reasonable financial information from tenants to confirm eligibility. When a question arises about a tenant's eligibility, management shall reference the "Qualifying Residents" section of the Arizona Department of Housing's Section 42 Low Income Housing Tax Credit (LIHTC) Compliance Manual for further eligibility criteria. Typically, full time students who are claimed as dependents on a guardian's taxes do not qualify for affordable units,

however, management shall refer to the Compliance Manual for exceptions. Management shall refer to the procedures below for recertification and screening procedures, which differ from the LIHTC Compliance Manual. The parties acknowledge this Project is not a LIHTC project subject to the rules and regulation of that program. The LIHTC manual and forms referred to in this Agreement are for the convenience of the parties. Neither Developer nor Owner is subject to LIHTC reporting requirements or other requirements of the LIHTC program.

Recertification. Annual income recertification shall occur at lease renewal. Notice of recertification for affordable units will be required within 120 days prior to lease expiration. Any changes to household size and income shall be reported at lease renewal. Appropriate changes to the unit size will be determined by management in accordance with building codes and based on unit availability. At lease renewal, if the household income of an existing tenant exceeds 100% AMI, the tenant no longer qualifies for the unit and will be required to sign a new lease at market rate pricing or may choose to vacate the unit. Allowing long-time tenants, the opportunity to earn more over time while remaining in the affordable units shall be offset with lower incomes on new leases. Additionally, at lease renewal, if market rate rental pricing is lower than the provided rent limits, the tenant shall be charged market rate rent and will no longer be considered to occupy an affordable unit.

Screening Process. Program applicants will be subject to the same background screening process as all other applicants at the property. Unsatisfactory results from the screening process may lead to denial. Screening criteria shall comply with all state and federal laws.

Location of Units & Lease Up Period
Commencing at issuance of a Certificate of Occupancy the affordable units shall be scattered throughout the development to the extent feasible, however, the location of each unit does not have to be fixed. "Floating" units are permitted based on applicant requests and unit availability. Additionally, it is acceptable if the initial unit mix identified in this document shifts slightly over time based on demand and availability. The initial lease up period for all affordable units shall be one year from the date of Certificate of Occupancy for each building.

Reporting Requirements
A property management company will determine applicant eligibility and oversee administration of the affordable units. The City of Flagstaff Housing Section will monitor the performance of the property management company through a reporting process biannually and onsite file monitoring. The affordable unit report shall include the following information:

- Provide the unit number and size of all required affordable units (based on unit mix table)
- Name and household size of each affordable unit tenant
- Gross annual household income of all tenants residing in affordable units
- Monthly rental payment amount, including utility allowance deduction
- Proof that the required affordable unit count is maintained
    - Indicate which units are vacant
    - Provide an up to date waiting list for affordable units and unit size requested

Advertising

If affordable units are available without a wait list, it is required that property management notify Coconino County's Continuum of Care organization of available affordable units. Current contact information for the Continuum of Care representatives can be provided by City of Flagstaff Housing staff. This notification is in addition to advertising available affordable units on the property's website and other rental listing websites, including www.SocialServe.com. This applies only, once the property manager has first contacted all applicants that may be on a waiting this. If afterwards affordable units remain, then the advertising requirements in this section shall apply.

Attachment A: Area Median Income Limits

2021 Area Median Income Limits for Flagstaff, AZ

Household size	30%	50%	60%	80%	100%
1	$16,150	$26,900	$32,280	$43,050	$53,800
2	$18,450	$30,750	$36,900	$49,200	$61,500
3	$21,960	$34,600	$41,520	$55,350	$69,200
4	$26,500	$38,400	$46,080	$61,450	$76,800
5	$31,040	$41,500	$49,800	$66,400	$83,000
6	$35,580	$44,550	$53,460	$71,300	$89,100
7	$40,120	$47,650	$57,180	$76,200	$95,300
8	$44,660	$50,700	$60,840	$81,150	$101,400

Income limits for all federal housing programs are determined by the US Department of Housing & Urban Development (HUD). The 30%, 50%, 80% and 100% AMI categories are provided annually by HUD. The 60% income category is provided by Arizona Department of Housing (ADOH). The City of Flagstaff will provide new income limits annually as they are made available.

Attachment B: Rent Limits

Rent Limits for 2021
(Based on 2021 AMI Income Limits)

Bedrooms (People)	Charts	60.00%	30.00%	40.00%	50.00%	70.00%	80.00%	90.00%	FMR
Efficiency (1.0)		807	403	538	672	941	1,076	1,210	1,026
1 Bedroom (2.0)		921	460	614	767	1,074	1,228	1,381	1,062
2 Bedrooms (3.0)		1,036	518	691	863	1,209	1,382	1,554	1,315
3 Bedrooms (4.0)		1,152	576	768	960	1,344	1,536	1,728	1,712
4 Bedrooms (5.0)		1,243	621	829	1,036	1,450	1,658	1,865	2,058
5 Bedrooms (6.0)		1,336	668	891	1,113	1,559	1,782	2,004	

Rent limits are available annually after the release of HUD's AMI limits. The City of Flagstaff will provide updated rent limits as they are available. The rent limits shown are considered the base rent payment, if utilities are included, that allowance is deducted from the numbers shown.

Attachment C: Utility Allowance Schedule

Utility Allowance Schedule
See Public Reporting and Instructions on back.

U.S Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
exp. 7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

City of Flagstaff Housing Authority		**Apartment**					
Utility or Service	**Fuel Type**	**0 BR**	**1 BR**	**2 BR**	**3 BR**	**4 BR**	**5 BR**
Heating	Natural Gas	$19	$21	$26	$35	$42	$49
	Bottled Gas	$29	$32	$39	$50	$59	$69
	Electric	$39	$48	$87	$116	$155	$194
	Electric – Heat Pump						
	Fuel Oil						
	Other						
Cooking	Natural Gas	$2	$3	$5	$6	$10	$13
	Bottled Gas	$8	$9	$12	$13	$18	$22
	Electric	$5	$6	$10	$15	$20	$25
	Other						
Other Electric		$24	$27	$37	$51	$64	$78
Air Conditioning							
Water Heating	Natural Gas	$5	$6	$10	$13	$20	$25
	Bottled Gas	$12	$13	$18	$22	$31	$38
	Electric	$9	$15	$23	$35	$46	$58
	Fuel Oil						
Water & Sewer		$43	$54	$69	$105	$144	$179
Trash Collection		$20	$20	$20	$20	$20	$20
Other – specify							

Actual Family Allowances – May be used by the family to compute allowance while searching for a unit.	**Utility/Service/Appliance**	**Allowance**
Head of Household Name	Heating	
	Cooking	
	Other Electric	
	Air Conditioning	
Unit Address	Water Heating	
	Water	
	Sewer	
	Trash Collection	
	Other	
Number of Bedrooms		
	Total	

Exhibit D
Concept Plan

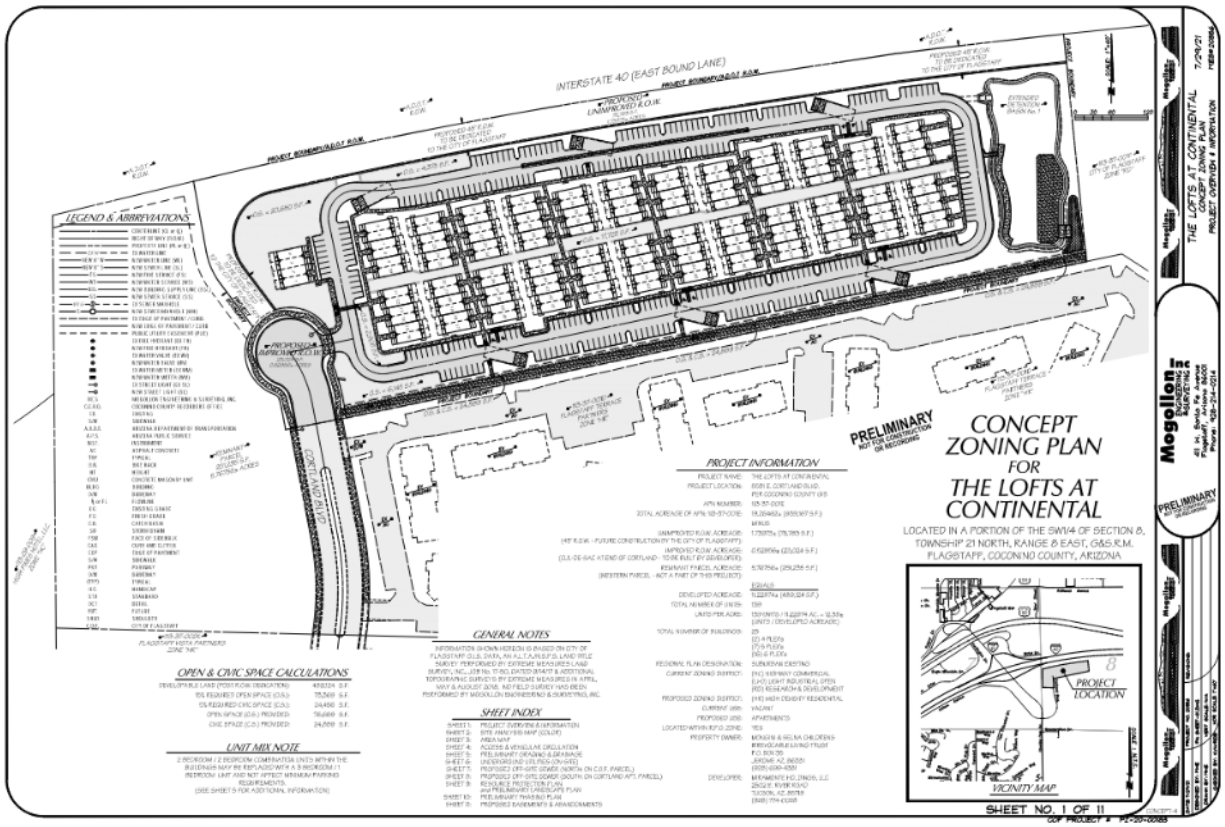


Exhibit E

When Recorded Return To:

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, AZ 86001

ABANDONMENT OF
RESERVATION OF EASEMENT FOR SEWER AND WATERLINES

WHEREAS, M.T.N Investments, an Arizona limited partnership; Investments; Investments Unlimited, an Arizona limited partnership, and/or assigns; and G. M. Fratelli, an Arizona general partnership, and or assignee (collectively called "M.V.S."), reserved a twenty foot (20') wide easement for sewer and waterlines, together with a right of ingress and egress ("Reservation of Easement for Sewer and Waterlines") over, under and across real property that was deeded to the City of Flagstaff, an Arizona municipal corporation ("City"), in the Deeds recorded July 12, 2002 in the Coconino County Recorder's Office, Instrument Nos. 3149889, and 3149890;

WHEREAS, Miramonte Holdings, LLC, an Arizona limited liability company ("Miramonte"), as successor in interest to M.V.S., currently owns the Reservation of Easement for Sewer and Waterlines;

WHEREAS, Miramonte and the City have agreed to new development obligations all as set forth in the Development Agreement approved by City of Flagstaff Resolution No. 2022-08;

NOW, therefore, Miramonte Holdings, LLC hereby abandons all its rights, title and interest to the Reservation of Easement for Sewer and Waterlines.

DATED this _____ day of _____, 2022.

MIRAMONTE HOLDINGS, LLC

_____

By:

_____

Its:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF COCONINO)

This instrument was acknowledged before me this _____ day of _____, 2022, by _____, being duly authorized in his capacity as the _____on behalf Miramonte Holdings, LLC, an Arizona limited liability company.

_____
Notary Public

My commission expires:

Exhibit F
City Water and Sewer Easement Reservation

City Clerk
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

CITY WATER AND SEWER EASEMENT RESERVATION

The CITY OF FLAGSTAFF, an Arizona municipal corporation organized and existing under and by virtue of the laws of the State of Arizona ("City"), hereby reserves a non-exclusive easement for city water and sewer services, over, under and along the real property legally described and depicted in Exhibit A, attached hereto and incorporated by reference ("the Easement Area"), as follows:

1. City shall have the right to locate, operate, repair, replace, alter and maintain water and sewer lines and related facilities within the Easement Area

2. City shall have the rights of ingress and egress across adjacent property where reasonably required to gain access to the Easement Area.

3. City may remove, alter or maintain vegetation, improvements, or obstructions within the Easement Area that conflict with the city water and sewer utility uses.

4. No improvement or structure may be erected within the Easement Area.

5. This easement shall run with the land and be binding on present and future owners of the easement real property or interests therein. As a condition of transfer of all or part of the real property interests encumbered by this easement, the new owner shall record an Acknowledgement and Consent to this City Water and Sewer Easement Reservation or similar document acceptable to City.

IN WITNESS WHEREOF, City has caused this City Water and Sewer Easement Reservation to be executed on this ___ day of _____ 2022.

City of Flagstaff:

By: _____

Title: _____

STATE OF ARIZONA)
)
County of Coconino)

ACKNOWLEDGEMENT. On this ___ day of _____ 2022 before me, a Notary Public, personally appeared _____, known to be and satisfactorily proven to be the person whose name is subscribed to the foregoing instrument.

_____
Notary Public

My Commission Expires:

_____
Attachment: Exhibit A

S:\Legal\Forms\Real Estate Forms\City easement reservation form.doc

EXHIBIT "A"

The following is a description of a parcel of land, being a portion of the parcel described in Instrument 3149890, Coconino County Records (CCR), situate in section 8, Township 21 North, Range 8 East, G.& S.R.M., Flagstaff, Coconino County, Arizona, being more particularly described as follows:

Beginning at the southeasterly corner of the parcel described in Instrument 3695021 which is a point on the westerly line of Instrument 3149890;

Thence North 78°05'39" East along a south line of Instrument 3149890 and the north line of Docket 2040 Page 198 a distance 59.76 feet to the northeast corner of Docket 2040 Page 198 and a west corner of Instrument 3149890;

Thence South 57°11'43" East along the line between Instrument 3149890 and Docket 2040 Page 198 a distance of 124.07 feet;

Thence South 25°12'19" West along the line between Instrument 3149890 and Docket 2040 Page 198 a distance of 647.00 feet;

Thence North 88°36'14" West along the line between Instrument 3149890 and Docket 2040 Page 198 a distance of 241.23 feet to the northeast corner of Instrument 3107482;

Thence South 00°28'03" East along the line between Instrument 3149890 and Instrument 3107482 a distance of 40.02 feet;

Thence South 88°36'14" East a distance of 265.98 feet;

Thence North 25°12'19" East a distance of 708.09 feet

Thence North 57°11'43" West a distance of 175.54 feet;

Thence South 78°05'39" West a distance of 71.88 feet to a point on the west line of Instrument 3149890 and the east line of Instrument 3695021

Thence South 05°43'31" East along the west line of Instrument 3149890 and the east line of Instrument 3695021 of distance of 40.23 feet to the **True Point of Beginning.**

Said parcel contains 45,871 sq. ft. of land more or less as shown on attached Exhibit B which by this reference is made a part hereof.



Expires on 3/31/__

Mogollon Engineering and Surveying, Inc.
411 W Santa Fe Ave. Flagstaff, AZ 86001-mogollon99@aol.com- 928-214-0214

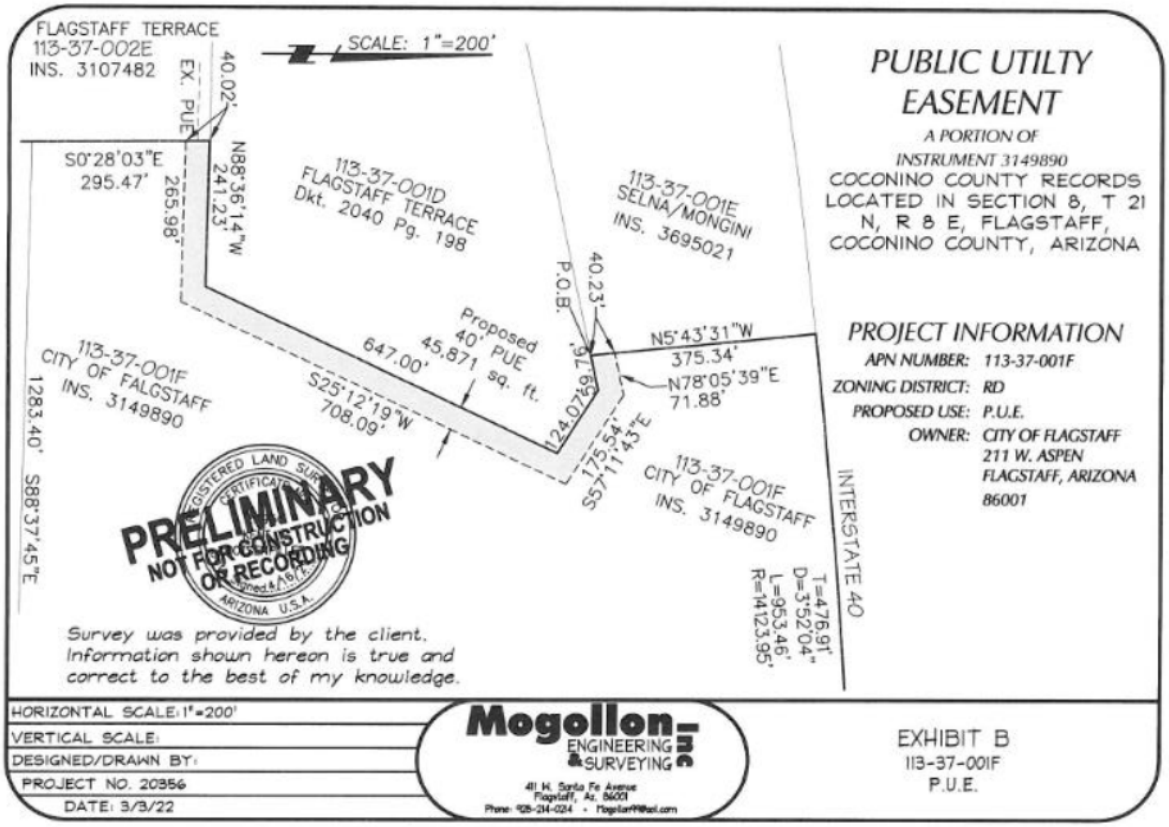

FLAGSTAFF TERRACE
113-37-002E
INS. 3107482
EX. PUE
40.02'
SCALE: 1"=200'
PUBLIC UTILTY EASEMENT
A PORTION OF
INSTRUMENT 3149890
COCONINO COUNTY RECORDS
LOCATED IN SECTION 8, T 21 N, R 8 E, FLAGSTAFF, COCONINO COUNTY, ARIZONA
S0°28'03"E
295.47'
265.98'
N88°36'14"W
241.23'
113-37-001D
FLAGSTAFF TERRACE
Dkt. 2040 Pg. 198
113-37-001E
SELNA/MONGINI
INS. 3695021
P.O.B.
40.23'
N5°43'31"W
375.34'
N78°05'39"E
71.88'
Proposed
40' PUE
45,871 sq. ft.
647.00'
S25°12'19"W
708.09'
124.07'
175.54'
S57°11'43"E
113-37-001F
CITY OF FALGSTAFF
INS. 3149890
1283.40'
S88°37'45"E
113-37-001F
CITY OF FLAGSTAFF
INS. 3149890
INTERSTATE 40
T=476.91'
D=3°52'04"
L=953.46'
R=14123.95'
PROJECT INFORMATION
APN NUMBER: 113-37-001F
ZONING DISTRICT: RD
PROPOSED USE: P.U.E.
OWNER: CITY OF FLAGSTAFF
211 W. ASPEN
FLAGSTAFF, ARIZONA
86001
PRELIMINARY
NOT FOR CONSTRUCTION OR RECORDING
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
ARIZONA U.S.A.
Survey was provided by the client.
Information shown hereon is true and
correct to the best of my knowledge.
HORIZONTAL SCALE: 1"=200'
VERTICAL SCALE:
DESIGNED/DRAWN BY:
PROJECT NO. 20356
DATE: 3/3/22
Mogollon Engineering & Surveying Inc
411 N. Santa Fe Avenue
Flagstaff, Az. 86001
Phone: 928-214-0124
EXHIBIT B
113-37-001F
P.U.E.

Exhibit G
Termination of Real Estate Exchange Agreement

TERMINATION OF
REAL ESTATE EXCHANGE AGREEMENT

THIS TERMINATION OF REAL ESTATE EXCHANGE AGREEMENT ("Termination") is made and entered into this ____ day of _____, 2022, by and between the CITY OF FLAGSTAFF, an Arizona municipal corporation (the "City") and MIRAMONTE HOLDINGS, LLC, an Arizona limited liability company (the "Developer").

RECITALS

WHEREAS, the City entered into a Real Estate Exchange Agreement dated May 22, 2002 with M.T.N Investments, an Arizona limited partnership; Investments; Investments Unlimited, an Arizona limited partnership, and/or assigns; and G. M. Fratelli, an Arizona general partnership, and or assignee (collectively called "M.V.S.");

WHEREAS, Developer is the successor in interest to M.V.S. to the Real Estate Exchange Agreement;

WHEREAS, the City and Developer have agreed to this Termination, as set forth in the Development Agreement approved by City of Flagstaff Resolution No. 2022-08 ("the Development Agreement");

NOW, therefore, the parties agree as follows:

1. All provisions of the Real Estate Exchange Agreement have been completed, except for Paragraph 15 (related to street improvements) and Paragraph 18 (related to subdivision improvements);

2. The City of Flagstaff is hereby released from the obligations of Paragraphs 15 and 18 of the Real Estate Exchange Agreement; and

3. The Real Estate Exchange Agreement is hereby terminated.

In witness hereof, the parties have caused this Termination to be executed by their authorized representatives.

CITY OF FLAGSTAFF

_____

DEVELOPER
Miramonte Holdings, LLC, an Arizona limited liability company

_____
By: _____

Paul Deasy, Mayor Its: _____

Attest:

_____
Stacy Saltzburg, City Clerk

Approved as to form:

_____
City Attorney

10. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Paul Oltrogge, Wildland Fire Manager
Co-Submitter:	Mark Gaillard
Co-Submitter:	Mark Gaillard
Date:	03/02/2022
Meeting Date:	03/15/2022

TITLE:

Consideration and Adoption of Resolution No. 2022-10: A resolution of the Flagstaff City Council, approving the 2022 Cooperative Fire rate agreement (CFRA) Intergovernmental Agreement between the Arizona Department of Forestry & Fire management and the City of Flagstaff

STAFF RECOMMENDED ACTION:

1) Read Resolution No. 2022-10 by title only
2) City Clerk reads Resolution No. 2022-10 by title only (if approved above)
3) Adopt Resolution No. 2022-10

Executive Summary:

The Cooperative Fire Rate Agreement (CFRA) is a recurring agreement between the State and any/all Fire Departments in Arizona, renewed every two years. The Agreement is the basis for reimbursements to Fire Departments when any Department is requested by the State to assist in an emergency fire response outside their own jurisdiction. The Agreement contains a set of General Provisions describing standards and processes, equipment rates for vehicles, apparatus, and other specialty equipment. The City has participated in this effort, and has had a CFRA in-place since the early 1980's. The last agreement was in March 2020, so Spring 2022 is the renewal date for all CFRA's statewide.

Financial Impact:

The CFRA allows full reimbursement to the City for any-and-all costs associated with requested equipment, to include all personnel costs for those engaged in the operation, use of that equipment, and any required backfill and/or recall. Acceptance of emergency assignments is cost-neutral to allocated budgets.

Policy Impact:

Public Safety: Involvement with the State through the CFRA allows Fire Department personnel and other qualified city employees to work in a dynamic and fluid interagency environment, developing relationships, practicing skills, attaining qualifications, and gaining experience. All at no-cost, that better positions us to respond to, manage, and recover from emergency events when they occur here at-home.

Connection to PBB Priorities/Objectives, Carbon Neutrality Plan & Regional Plan:

Priority Based Budget Key Community Priorities and Objectives:

Environment and natural resource:
Vision for the Future: The long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection

Carbon Neutrality Plan:
Protect forest ecosystems so they may continue to provide their ecological function in the face of various change-agents such as climate change.
Water Conservation: preserve water sources and prevent long-term damage to critical watersheds.

Regional Plan:

Environmental Planning & Conservation - Vision for the Future: The long-term health and viability of our natural resource environment is maintained through strategic planning for resource conservation and protection.
Policy E&C.3.3 - Invest in forest health and watershed protection measures.
Policy E&C.6.1- Encourage public awareness that the region's ponderosa pine forest is a fire-dependent ecosystem and strive to restore more natural and sustainable forest composition, structure, and processes.
Policy E&C.6.3 - Promote protection, conservation, and ecological restoration of the region's diverse ecosystem type and associated animals.
Policy E&C.6.6 - Support collaborative efforts for forest health initiatives or practices that support healthy forests and protect our water system.
Policy E&C.10.2 - Protect, conserve, and when possible, enhance and restore wildlife habitat on public land.

Has There Been Previous Council Decision on This:

Previous City Councils have approved the CFRA every two years since the State first initiated this process. The last renewal/approval was in March 2020. After the agreement in 2022, the next will be slated to occur in 2024.

Background/History:

The CFRA is a standard State-wide Agreement for any Fire Department/Fire District that elects to participate. The City has been involved in this effort since the 1980's. In addition to full-cost recovery, relationship establishment and enhancement, and free training and skill development, it also provides a mechanism whereby we can more easily request outside assistance if/when we experience a serious wildfire within the community.

Key Considerations:

Without CFRA in-place, we will miss opportunities to participate and would not receive the same level of service and financial participation as a cooperator.

Expanded Financial Considerations:

Historically, on average, Flagstaff Fire Department personnel respond to roughly 40 out-of-area incidents, recovering
$4.2M. Annually, we typically generate in excess of $1OOK over-and-above personnel and equipment operational expenses while on assignment. The intent of this excess to recover a proportionate share of the replacement cost of the equipment used on assignment and, if approved through the budget process, a portion be made available to the Fire Department to cover operational needs.

Community Benefits and Considerations:

The CFRA is a mechanism whereby we are fully able to recover any costs associated with out-of-City responses at the request of the State or Federal government. It allows us to better provide quality service to our residents and visitors due to the relationships, skills, and experiences obtained due to our involvement in this effort.

Our personnel receive the highest level of training and experience related to wildland fire response, and recovery. Interacting with personnel from other local, state, and federal agencies from around the country gives City of Flagstaff employees a unique perspective on the reciprocal relationship that is large incident response.

Attachments: CFRA Cover sheet and rates
CFRA General Provisions
Res. 2022-10

AZ FORESTRY AND FIRE MANAGEMENT
FIRE RATE AGREEMENT

Agreement # AZ-FLG-2022
Term: 4/1/2022 - 3/31/2024

Contact

Flagstaff FD, City of
null
null , AZ null

Contact

Arizona Department of Forestry
and Fire Management
1110 W. Washington St.
Suite 100
Phoenix, AZ 85007

Workers Compensation

Representative

District Fire Warden

Home Unit Office (Owner)

A1S - Northern District Office
3650 Lake Mary Road
Flagstaff, Arizona 86001

Business Phone: 602-396-0147

Local Dispatch (Provider)

Arizona Interagency Dispatch Center

Equipment work rates listed below are based on all operating supplies being furnished by Cooperator (WET).

Kind	Type	Description	Rate	Dev Rate	Rate per Staff	Rate per Mile	Max Daily Rate	Staffing (min/max)	Inspection Exp Date
Engines	TYPE 1 ENGINE	E-111 2015 Pierce 4P1BAAGF5GA015868 G-549HJ Standard Staffing: 0	$139.00 /Hour	-	$0.00	-	$0.00	3/4	
Engines	TYPE 1 ENGINE	E-131 2012 Pierce 4P1CU01D4DA013330 G-434GP Standard Staffing: 0	$139.00 /Hour	-	$0.00	-	$0.00	3/4	
Engines	TYPE 1 ENGINE	E-141 2007 Pierce 4P1CU01H07A007001 G-377FB Standard Staffing: 0	$139.00 /Hour	-	$0.00	-	$0.00	3/4	
Engines	TYPE 1 ENGINE	E-151 2002 Pierce Pierce 4P1CT02S22A002453 G-822DM Standard Staffing: 0	$139.00 /Hour	-	$0.00	-	$0.00	3/4	
Engines	TYPE 1 ENGINE	E-161 2002 Pierce 4P1CT02S82A002473 G-821DM Standard Staffing: 0	$139.00 /Hour	-	$0.00	-	$0.00	3/4	
Engines	TYPE 1 ENGINE	E-181 1995 Pierce 4P1CT02S0VA000155 Standard Staffing: 0	$139.00 /Hour	-	$0.00	-	$0.00	3/4	
Engines	TYPE 1 ENGINE	Quint 1 2007 Pierce 4P1CU01H67A006953 G-393FB Standard Staffing: 0	$139.00 /Hour	-	$0.00	-	$0.00	3/4	
Engines	TYPE 1 ENGINE	Quint 3 1998 Pierce 4P1CT02S4WA000841 G-599BY Standard Staffing: 0	$139.00 /Hour	-	$0.00	-	$0.00	3/4	
Engines	TYPE 3 ENGINE	E-113 2000 International 1HTSEADN31H313927 G-293CR Standard Staffing: 0 Features: 4X4	$126.00 /Hour	-	$0.00	-	$0.00	3/5	
Engines	TYPE 3 ENGINE	E-133 2000 International 1HTSEADN11H313926 G-292CR Standard Staffing: 0 Features: 4X4	$126.00 /Hour	-	$0.00	-	$0.00	3/5	

Kind	Type	Description	Rate	Dev Rate	Rate per Staff	Rate per Mile	Max Daily Rate	Staffing (min/max)	Inspection Exp Date
Engines	TYPE 3 ENGINE	E-151 2008 International 1HTWEAZRx8J690013 G-854FT Standard Staffing: 0 Features: 4X4	$126.00 /Hour	-	$0.00	-	$0.00	3/5	
Engines	TYPE 6 ENGINE	E-106 2019 Dodge 3500 Dodge 3C7WRNEL6KG586902 G-249JN Standard Staffing: 0 Features: 4X4	$85.00 /Hour	-	$0.00	-	$0.00	3/4	
Engines	TYPE 6 ENGINE	E-126 1996 Ford 1FDLF47G6TEA50118 Standard Staffing: 0 Features: 4X4	$85.00 /Hour	-	$0.00	-	$0.00	3/4	
Engines	TYPE 6 ENGINE	E-146 2012 Dodge 3500 Dodge 3C7WDNEL5CG263506 G-760GP Standard Staffing: 0 Features: 4X4	$85.00 /Hour	-	$0.00	-	$0.00	3/4	
Engines	TYPE 6 ENGINE	E-166 2012 Dodge 3500 Dodge 3C7WDNEL7CG263507 Standard Staffing: 0 Size: Size.3500 - 3500 Features: 4X4	$85.00 /Hour	-	$0.00	-	$0.00	3/4	
Light Duty Vehicles	1 TON PICKUP	Crew 1 - 1 2019 Ford F-350 1FD8W3F68KEG08266 G-072JS Standard Staffing: 0 Size: Size.1T - 1 T Features: 4X4	$190.00 /Day	-	$0.00	-	$0.00	1/0	
Light Duty Vehicles	1 TON PICKUP	Crew 1 - 2 2019 Ford F-350 1FD8W3F61KEG08268 G-071JS Standard Staffing: 0 Size: Size.1T - 1 T Features: 4X4	$190.00 /Day	-	$0.00	-	$0.00	1/0	
Light Duty Vehicles	1 TON PICKUP	Crew 1 - 3 2019 Ford F-350 1FD8W3F6XKEG08267 G-424JN Standard Staffing: 0 Size: Size.1T - 1 T Features: 4X4	$190.00 /Day	-	$0.00	-	$0.00	1/0	
Light Duty Vehicles	1 TON PICKUP	WFM1 2004 Ford F-350 1FTSW31S04EC70069 G-388DY Standard Staffing: 0 Size: Size.1T - 1 T Features: 4X4	$190.00 /Day	-	$0.00	-	$0.00	1/0	
Light Duty Vehicles	1/2 TON PICKUP	WFM5 2006 1FTNF20Y76EC46271 G-812EN Standard Staffing: 0 Features: 4X4	$130.00 /Day	-	$0.00	-	$0.00	1/0	
Light Duty Vehicles	1/2 TON SUV	BC Backup - SUV 1 2023 Chevrolet 1FM5K8B8XHGB82984 G-381HP Standard Staffing: 0 Features: 4X4	$135.00 /Day	-	$0.00	-	$0.00	1/0	
Light Duty Vehicles	1/2 TON SUV	Battalion 1 2018 Chevrolet 1/2 T 1FMCU59H98KC1563 G-391HZ Standard Staffing: 0 Features: 4X4	$135.00 /Day	-	$0.00	-	$0.00	1/0	
Light Duty Vehicles	1/2 TON SUV	Operations 1 2018 Chevrolet 1/2 T 1FM5K8B87JGA72366 G-390HZ Standard Staffing: 0 Features: 4X4	$135.00 /Day	-	$0.00	-	$0.00	1/0	
Light Duty Vehicles	1/2 TON SUV	WFM 1 2007 Ford 1/2 T 1FMFU16507LA61599 G-739FA Standard Staffing: 0 Size: Size.1/2T - 1/2 T Features: 4X4	$135.00 /Day	-	$0.00	-	$0.00	1/0	
Light Duty Vehicles	3/4 TON PICKUP	Light duty 1 2001 GMC F-250 3FTNW21S61MA54708 G-019CT Standard Staffing: 0 Size: Size.3/4T - 3/4 T Features: 4X4	$170.00 /Day	-	$0.00	-	$0.00	1/0	
Light Duty Vehicles	3/4 TON PICKUP	WFM2 2004 Ford F-250 1FTSW21Y16EC46302 G-	$170.00 /Day	-	$0.00	-	$0.00	1/0	

Kind	Type	Description	Rate	Dev Rate	Rate per Staff	Rate per Mile	Max Daily Rate	Staffing (min/max)	Inspection Exp Date
		809EN Standard Staffing: 0 Size: Size.3/4T - 3/4 T Features: 4X4							
Light Duty Vehicles	3/4 TON PICKUP	WFM3 2006 Ford F-250 1FTSW21Y56EC46304 G-807EN Standard Staffing: 0 Size: Size.3/4T - 3/4 T Features: 4X4	$170.00 /Day	-	$0.00	-	$0.00	1/0	
Light Duty Vehicles	3/4 TON PICKUP	WFM4 2023 Ford F-250 1GNFK030X7R415257 G-579FH Standard Staffing: 0 Size: Size.3/4T - 3/4 T Features: 4X4	$170.00 /Day	-	$0.00	-	$0.00	1/0	
Light Duty Vehicles	3/4 TON PICKUP	WFM6 2019 1GC1KREG5KF256921 G-092JJ Standard Staffing: 0 Features: 4X4	$170.00 /Day	-	$0.00	-	$0.00	1/0	
Light Duty Vehicles	3/4 TON SUV	SUV 2 2015 Ford 3/4 T 1GNSKFEC6GR290802 G-847HK Standard Staffing: 0 Size: Size.3/4T - 3/4 T Features: 4X4	$162.00 /Day	-	$0.00	-	$0.00	1/0	
Light Duty Vehicles	ATV/UTV LARGE	UTV-131 2017 4XARTE99XH8557032 5960SA Standard Staffing: 0 Features: 4X4	$100.00 /Day	-	$0.00	-	$0.00	1/0	
Light Duty Vehicles	ATV/UTV LARGE	UTV2 2017 A59Z11141 G-340CJ Standard Staffing: 0 Features: 4X4	$100.00 /Day	-	$0.00	-	$0.00	1/0	
Light Duty Vehicles	COMPACT SUV	Inspector 1 2007 Ford FMYU59HX7KB96536 G-487EX Standard Staffing: 0 Features: 4X4	$125.00 /Day	-	$0.00	-	$0.00	1/0	
Light Duty Vehicles	COMPACT SUV	Inspector 2 2023 Ford 1FMCU59H98KC31563 G-647FE Standard Staffing: 0 Features: 4X4	$125.00 /Day	-	$0.00	-	$0.00	1/0	

Cooperator will adhere to terms set forth on the General Provisions and Instructions form.

No special provisions

Cooperators create a user account, agreeing to program terms and conditions. Cooperators select equipment and positions to complete the form. Review and approval by the State is indicated by the signature.

Arizona Department of Forestry and Fire Management
Annual Operating Plan (AOP) for Cooperative Fire Rate Agreement
Effective Date 2/1/2022

This Cooperative Fire Rate Agreement (CFRA) is entered into pursuant to the Governmental Agreement (GA) currently in effect between the State Forester and the Cooperator. The following terms and provisions apply, but in the event of a conflict between this Rate Agreement and the GA, the GA shall prevail.

Expenses incurred under this Agreement follows the most recent version of the Interagency Incident Business Management Handbook (Yellow Book). Cooperators under this Agreement are treated as Cooperators under the Yellow Book. In the event of a conflict between the Yellow Book, this Rate Agreement, and/or the GA, the GA shall prevail, followed by this Rate Agreement.

Resources assigned under this Agreement remain employees or property of the Cooperator however, while under assignment pursuant to this agreement, the State retains authority and direction over those resources. At any time, the Cooperator may choose to withdraw a resource from assignment, understanding that they will be subject to section 3, sub-section M of these provisions. Additionally, the resources shall remain covered by the Cooperator's workers' compensation and insurance while on assignment for the State. Accepting assignment under this agreement conveys acceptance of this AOP document.

Changes for 2022

- Changed General Provisions to Annual Operating Plan (AOP) throughout document.
- 2b: Minimum Staffing vi Type 6 Engine revised to include *2 Staffing only allowable for Smoke Check dispatched by AIDC
- 3(b)(d): Deleted Mileage rate
- 3(e): Added Staff utilized from another cooperator must be billed by the cooperator holding the equipment.
- 3(i): Changed vehicle to equipment
- 4(a): Added There may be changes to the reimbursement section once the Fire Billing System (FBS) is fully in place.
- 4(d): Added Cooperators borrowing personnel from another Cooperator must note the personnel and department name on the invoice.
- 4(b)f.ii: Removed Cooperator must receive authorization from the incident's incident Commander or Finance Section Chief, replaced with Cooperators must receive authorization from a supervisor.
- 4(b)f.ii: Removed began after 1900 hours, replaced with is 2 hours or less.
- 4(f): Removed A copy of the pay schedule with grade ranges shall accompany CFRA. Removed as per Section 4, Sub-section h
- 4(g): Deleted above the top step of, replaced with highest hourly rate
- 4(h): Added per defined workweek.
- 4(j): Added clean and accurate.
- 5(c): Added Personal items will not be reimbursed.

1. **Safety**:

(a) Resources assigned under this Agreement must follow National Wildland Coordinating Group (NWCG) standards. This includes training, qualifications, and the expectation that resources assigned will be expected to operate unsupported for the first 24 hours of an assignment. Failure to follow these standards may result in resources being removed from the fire line, sent home prior to the end of the assignment, and/or refusal to dispatch such resources to other incidents until the deficiencies are remedied.

(b) The Cooperator must comply with all applicable rules and regulations covered by the Arizona Industrial Commission Occupational Safety Codes, Title 23, Chapter 2, Article 10.

(c) Current NWCG Qualification standards apply. During initial response actions, minimum firefighter qualifications are completion of NWCG FFT2 qualifications. Individuals that are training at or above, or are qualified at or above single resource boss or unit leader level, must have been approved by the State Qualifications Committee.

(d) Cooperator personnel must be a minimum of: 18 years of age and in adequate physical condition to meet the NWCG Standard 310-1 designated work capacity test physical requirements for the position for which they were ordered and complete the annual refresher. Fire department personnel will carry a current, approved Incident Qualification Card showing the position for which they were ordered.

(e) In concordance with Federal incident driving guidelines, the State discourages any travel taking place between the hours of 2200 and 0500 unless there are extenuating circumstances to justify travel between these hours. These circumstances are situations where life and/or property are imminently threatened, or the incident is occurring within the resource's general response area and minimal travel distance is required to reach the incident. Ultimately, the responsibility for preventing and managing fatigue rests with the supervisor and resources involved.

(f) The Cooperator may be reimbursed only for equipment listed in IROC. Vehicles will be reimbursed at the rates set in the current AOP Appendix A: Acceptable Rates for CFRAs. Equipment may be designated to be paid an hourly rate, daily rate, or an all- inclusive rate on the CFRA. The all-inclusive rate will be at the tier rate as determined by DFFM. An all-inclusive rate is described in Section 3 Sub-section E of this document.

2. **Equipment Requirements:**

(a) Personal Protective Equipment: Cooperators must supply and utilize the following minimum required personal protective equipment:

a. Wildfire Incidents – According to NFPA 1977
b. Structure Fire Incidents – According to NFPA 1971
c. HAZMAT Incidents – According to NFPA 1991, 1994, and 1992
d. Technical Rescue Incidents – According to NFPA 1951
e. Medical Incidents – According to NFPA 1999
f. ARFF Incidents – According to NFPA 1976
g. Non-Operations Functions – According to NFPA 1975

(b) Condition of Equipment: Equipment furnished under this Agreement will be equipped to the standards listed in AOP Appendix C: Required Equipment. Equipment determined at the time of check in or inspection to be not in safe and operative condition or not compliant with Appendix C, may be rejected by the incident. No reimbursement will be made for rejected equipment.

a. Standard Staffing: Staffing for equipment is determined by capacity of the equipment and the number of personnel needed to effectively operate the equipment. Arizona Department of Forestry and Fire Management (DFFM) expects equipment to be staffed to the capacity allowed by the equipment. AOP Appendix B: Equipment Capability Guide, lists the staffing for each type of equipment based on NWCG and/or FEMA standards. DFFM recognizes that not all cooperators may be able to staff at maximum levels. Minimum staffing levels will be NWCG/FEMA minimum staffing. DFFM will allow Cooperators to staff their equipment to the maximum staffing numbers described in Section 2, Sub-section (B) b. **Chase trucks to allow for maximum staffing levels ARE NOT automatically authorized**. Chase trucks must be authorized on the resource order to be reimbursed.

b. Minimum Staffing for Wildfire Incidents:

Type	In-State	Out of State
i. Type 1 Engine:	3-4	4
ii. Type 2 Engine:	3-4	4-5
iii. Type 3 Engine:	3-5	4-5
iv. Type 4 Engine:	3-4	3-4
v. Type 5 Engine:	3-4	3-4
vi. Type 6 Engine:	*2, 3-4	3-4
vii. Type 7 Engine:	2-3	3
viii. Type 1 SPT Tender:	1-2	1-2
ix. Type 2 SPT Tender:	1-2	1-2
x. Type 3 SPT Tender:	1-2	1-2
xi. Type 1 TAC Tender:	2	2
xii. Type 2 TAC Tender:	2	2

*Staffing only allowable for Smoke Check dispatched by AIDC

c. Vehicle Operating Supplies: Operating supplies are to be provided by the Cooperator, the Yellow Book defines this as “wet”. Though all operating supplies are to be furnished by the Cooperator, the State may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from reimbursement to the Cooperator. Operating supplies may include but are not limited to fuel, oil, filters, lube/oil changes. This does not apply to rental vehicles when approved on the Resource Order.

d. Communications Equipment: It is required that Cooperators that respond to State incidents be able to communicate on DFFM frequencies. Frequency lists are available to cooperators on agreement with DFFM. Cooperators that will respond to extended attack requests within Arizona and outside of the state are required to equip their resources with VHF capable radios that meet P25 standards. The National Interagency Fire Center (NIFC) Communications Division has provided a list of approved P25 capable communications equipment that can be found at https://www.nifc.gov/NIICD/docs/approved_radios.pdf. The exception to this is on Initial Attack.

(c) Additional Equipment: Cooperator will be reimbursed for additional equipment when such equipment is ordered on the resource order and listed on the Cooperator's CFRA.

(d) Medical Equipment and Resources: Cooperators with medical equipment and resources should reference the Southwest Mobilization Guide Chapter 40 – Page 78. Primary direction will come from the Cooperator's policies/guidelines and the Cooperator's Base Hospital. Cooperators should be aware that these specialized resources may be utilized in rugged and remote terrain, and should equip their resources accordingly.

The resource order must specify whether ordering an ALS or BLS ambulance, or an ALS or BLS Kit. It is highly recommended that field going medical equipment be under 45lbs, stored in a fire line capable pack, and/or in such a way that allows for transport in a helicopter.

All medical personnel must be NWCG certified and complete the annual wildland refresher.

When the ambulance is mobilized to transport a patient, the hourly rate is dropped to $0.00 and the ambulance reverts to their normal DHS billing procedures for the medical incident.

When ordering ambulances, consideration should be made for providing adequate work/rest ratios.

3. **Timekeeping:**

(a) Time will be recorded in military time and to the nearest quarter hour.

(b) The hourly or daily rate is intended to reimburse the Cooperator for the costs of operating the equipment, including the costs of fuel and maintenance. Equipment does not take a meal break, and time will not be deducted for breaks when equipment is reimbursed with an hourly rate.

(c) The hourly/daily rate is not intended to include the cost of personnel used to operate the equipment. Cooperator may seek reimbursement for the costs of assigned personnel, pursuant to this agreement.

(d) Daily Rate Equipment: Daily Work Rates should be documented in column 16-17 of FM 104. Agency vehicles, included on a resource order, will be reimbursed for the duration of the assignment. Reimbursement will be made on the basis of calendar days for vehicles and equipment included on resource orders. For fractional days at the beginning and end of the invoiced time, Cooperator will be reimbursed for 50% of the daily rate for periods of less than 8 hours, and the full daily rate for periods of more than 8 hours. AOP Appendix A rate sheets will be utilized to set these rates.

(e) All-Inclusive Rates: If agreed to by DFFM and the Cooperator and included on the CFRA, the Cooperator may charge an all-inclusive rate that would include the costs of equipment, personnel and backfill (as applicable). Cooperator agrees that the billing method included in the CFRA is binding for the years it is applicable and must be used unless the CFRA is amended. All-inclusive rates are daily rates and will be reimbursed as specified in section 3, sub-section (d). Staff utilized from another cooperator must be billed by the cooperator holding the equipment.

(f) Personally Owned Vehicles (POVs): POVs not signed up on the CFRA will not be reimbursed when used to transport personnel to an incident with the exception that POVs used to transport to and from airports will be reimbursed for mileage only at the current state mileage rate. POVs used must carry the state minimum insurance, and Cooperator certifies that the vehicle is adequately insured when it submits a claim for reimbursement for these vehicles. POVs listed on a CFRA Equipment Inventory List, will be compensated the daily rate only when utilized for line assignments.

(g) Airport Travel: Travel to and from airports in relation to an incident assignment is reimbursable. POVs and agency vehicles on a Cooperator's CFRA, left at the airport for the duration of the assignment will be reimbursed for the cost of long-term parking and mileage (State travel policy, Topic 50, Section 95, Title 3) Airport Parking. No hourly/daily rate will be paid for POVs or AOV left in airport parking.

(h) Time Eligible for Reimbursement: The Cooperator may seek reimbursement for personnel and equipment furnished under this Agreement starting at the time the resource leaves its Home Unit/Duty Station, and ending when that resource returns to its Home Unit/Duty Station, unless an allowance for refurbishment and/or rest and recuperation (R & R) applies.

a. Home Unit Definition: The Home Unit for equipment and personnel is the place where that equipment or personnel is normally stationed. For personnel who do not have a normal place they are stationed, the Home Unit shall be the Cooperator's station located closest to their place of residence.

b. Duty Station Definition: The Duty Station for equipment and personnel is the place where that equipment or personnel is authorized by the cooperator to respond to/from to incidents.

(i) Refurbishment/Rehabilitation: Refurbishment/rehabilitation (rehab) will be allowed but will be restricted to the time it takes to bring the resource back to fire readiness. Cooperators will only be reimbursed for one (1) hour of rehab time for engines, water tenders, and ambulances, and two (2) hours of rehab time for crews. Equipment rates will not be paid for rehab time. Equipment types not listed above are not eligible for rehab time.

(j) Rest and Recuperation (R & R): The Cooperator will be reimbursed for personnel R & R after return home from a fourteen-day (14) assignment, exclusive of travel, under the following conditions:

a. Cooperating agencies must comply with NWCG Standards as laid out in the Incident Business Management Handbook (Yellow Book).

b. Assignment Definition: An assignment is defined as the time period (days) between the first full operational period at the first incident or reporting location on the original resource order and commencement of return travel to the home unit. To determine the first operational period, if an employee has more work hours in a shift than travel hours that would be the first workday for that employee.

(k) R & R In Place: For R & R that occurs in place on an incident, the Cooperator will be reimbursed personnel costs, meals and hotel costs, if any, and the daily/ hourly equipment rate. Cooperating personnel will only be reimbursed for 8 hours of time on non-duty days during R&R in place. Cooperators will be reimbursed for 24 hours of personnel time on their duty days during R&R in place, backfill if needed will be reimbursed for actual backfill hours. Costs of previously rented and authorized rental vehicles will also be covered.

(l) Excessive Work Hours: Work shifts exceeding sixteen hours after the first shift of the incident will not be paid unless accompanied by a written justification on the CTR or other incident documentation completed by the incident commander or immediate incident supervisor. All excessive hours must be mitigated by adequate rest as soon as possible.
In the absence of more restrictive agency policy, these guidelines will be followed during mobilization and demobilization as well. Individual agency driving policies shall be consulted for all other non-incident driving.

(m) If the Cooperator withdraws equipment prior to being released by the incident, the Cooperator shall bear all costs of returning equipment to the Home Unit, unless prior written approval is obtained from an authorized DFFM representative, and such approval is submitted with the invoice.

(n) Personnel assigned to inoperable equipment are limited to 8 hours of compensation per shift unless otherwise dictated by home unit shift schedule.

4. Reimbursements:

(a) There may be changes to the reimbursement section once the Fire Billing System (FBS) is fully in place.

(b) Invoices: The Cooperator must submit an invoice to the State to receive reimbursement for expenses incurred pursuant to this Agreement. Invoices must be submitted electronically on the form FM122 provided by the State, including the provided work calculator sheet and the Invoice must be signed by an authorized Cooperator's representative. Invoices must be submitted clean and accurate to the State within the 60 days of return to the home unit. Invoices received outside this timeframe will be refused. Separate invoices must be completed for each incident or change in financial code. Invoices must contain the following information and attachments:

a. DFFM Invoice Forms: Invoices must be submitted electronically to financialadmin@dffm.az.gov on the State Invoice Form (FM122) provided by the State. This must include the work calculator worksheet provided with FM122 as well as all necessary documentation described below. DFFM requests the Invoice to be sent in PDF format, do not submit the Excel Workbook.

b. Unique invoice number: Three letter fire district code and incident number. Cooperator must assign the invoice a unique invoice number. Cooperator must include Cooperator's three letter ID and the financial code.

c. Time information: Fire Time Reports (OF288) and/or Emergency Equipment Use Invoices (OF286) must be submitted along with the Cooperator's Invoice. Any hours submitted for reimbursement not documented on an OF288 or OF286 must be supported by legible scanned Crew Time Reports (CTR) and/or Emergency Equipment Shift Tickets (Shift Ticket). CTRs and Shift Tickets must be signed by an immediate Incident supervisor. When completing a CTR or Shift Ticket, personnel must annotate hours they are in travel status in the remarks of those documents.

d. Billing: Cooperators borrowing personnel from another Cooperator must note the personnel and department name on the invoice.

e. Resource orders: Cooperators must include a copy of the resource order(s) showing all equipment and personnel for which the Cooperator seeks reimbursement. The Cooperator will ensure that the resource order shows all of the above information. It is the cooperator's responsibility to provide personnel information to ADC at the time of dispatch utilizing the Arizona Wildland Fire Equipment Mobilization Plan Appendix F: Resource Information Form.

f. Meals and Lodging information: Cooperators must utilize the "Meal and Lodging Claim Form" included in the Invoice workbook to submit these types of expenses. Cooperator must keep meal receipts but these should not be submitted. Lodging receipts must be submitted. Stated meal and lodging reimbursement rates are for maximum reimbursement for actual costs incurred and are not per-diem rates. See additional information below:

    i. Meals: Cooperators are expected to be self-sufficient during initial attack. Cooperators will not be reimbursed for meals incurred during the first 12 hours of assignment, whether in travel status or on an incident. After the first 12 hours, meals may be reimbursed if the request complies with applicable portions of the State travel policy (Topic 50, Section 95). If the incident is not providing meals, Cooperators will be reimbursed for the cost of meals at the Special Meal Rates for Firefighters approved by the AZ State Comptroller, so long as they have written justification from the incident. If meals are on individual receipts the Cooperator will be reimbursed for the actual cost of the meal or the maximum allowable amount, whichever is less; if meals for multiple crew members are on the same receipt, the Cooperator will be reimbursed for the actual cost of the meal or maximum allowable amount times the number of crew members, whichever is less.

ii. Lodging: Any approved lodging (in-state or out-of-state) shall be reimbursed according to current published GSA rates (pre-tax) and only for actual costs incurred up to the stated maximum rate plus applicable taxes and fees for that geographic area. Utilizing lodging above the stated maximum is at the Cooperator's own risk as the overage shall not be reimbursed by DFFM, no exceptions. DFFM recommends sharing rooms to mitigate higher rates; if this occurs, please indicate the persons who stayed in each room. For any reimbursement of lodging, an itemized receipt with the names of the occupants of the room must be submitted with the invoice. Cooperators must receive authorization from a supervisor for reimbursement of lodging when adequate camp facilities are not available.

Cooperators will not be reimbursed for lodging on the first day of travel if travel time is 2 hours or less

g. Supply purchases: Itemized receipt(s) and resource order form(s) with Supply Numbers (S-Number) for authorized supply purchases are required and reimbursements are subject to state review.

(c) Rental Vehicles: The Cooperator may seek reimbursement for rental vehicles, when listed on the Resource Order. For in-state vehicle use, the Cooperator will not be reimbursed for additional insurance purchased. The Cooperator will be reimbursed for the costs of the rental vehicle and CDW insurance if the incident or travel is out of state. Please note that at all times resources ordered under this Agreement remain the employees of the Cooperator, and the Cooperator's insurance coverage is responsible. For this reason, the Cooperator may wish to obtain additional rental vehicle insurance coverage, even though this coverage will not be reimbursed by the State. Rental vehicles should be commensurate with position requested on resource order. 4x4 and high clearance vehicles are appropriate for fire line positions. SUVs above the full size class must be approved by the incident or DFFM unless no other vehicles are available due to activity in the area.

(d) Transportation of Equipment: When apparatus is being transported not under its own power (lowboy trailered), Cooperator may seek reimbursement for the costs of transportation and for the hourly/daily rate for that equipment while it is being moved. Cooperator must provide a copy of the transporter's log showing what hours the vehicle was underway. This type of incident related transport must be approved by the incident prior to travel. Cooperator will not be reimbursed additional amounts for trailers used to transport equipment that normally must be moved by trailer (i.e. ATVs and UTVs).

(e) Crew Swaps: Equipment is assigned with the understanding that it may be on assignment for fourteen (14) days. Cooperator will not be reimbursed for travel related to a staffing swap that is required before the completion of fourteen days unless prior approval by a DFFM representative is obtained. If reimbursement for the swap is approved, appropriate vehicles used for crew swaps will be compensated at the daily/hourly rate for that vehicle so long as that vehicle receives a resource order for the transport.

(f) Career Personnel Rates: Cooperator shall charge personnel wages including eligible overtime and employer related expenses, in accordance with each department's attached pay schedules. Cooperators must use the attached Appendix D: Personnel Pay Rates Spreadsheet. Cooperators will be reimbursed for personnel costs based on the pay schedule submitted with the Cooperator's CFRA. Amendments to the pay schedule will only be authorized twice annually. The first is due between January 1st and April 1st each calendar year, and the second is due at a time of the Cooperator's choosing. Newly hired personnel and employee promotions are the only exceptions as their rates can be submitted as an amendment. Employees shall not receive any wildland incentive for response out of district; thus, employee rates shall not differ from the pay rate the employee receives in district for similar emergency services and responses.

(g) Backfill: Non-budgeted costs accrued as a result of backfill of assigned personnel or those personnel on R & R as a result of assignment are potentially reimbursable. Reimbursable costs are those costs incurred when a backfilling employee's pay rate exceeds the base rate of the individual on assignment. The backfill amount is calculated by subtracting the assigned employee's regular pay rate from the backfilling employee's overtime pay rate. DFFM will reimburse the difference in the two rates up to the rate of the top highest hourly rank of the individual on assignment. Backfill costs above the rank of the individual on assignment will not be reimbursable.

(h) Supplemental Fire Department Resource Position Pay Rate Matrix: Cooperator will charge the State for volunteer and supplemental fire personnel at the current rates outlined in the matrix for the position for which they were ordered. Supplemental Fire employees are defined per NWCG Memo #004-2009. The pay period is defined as a seven-day work week beginning the first day of the incident, e.g., Tuesday through Monday. Overtime will be paid for hours in excess of 40 hours per defined work week.

(i) Employer Related Expenses (ERE): Employer Related Expenses covered for time while on the assignment will be as follows:

a. Workers Compensation

b. Unemployment Insurance

c. FICA Taxes

d. Retirement

e. Long-term Disability

(j) Administrative Fees: The Cooperator will be reimbursed for reasonable administrative costs incurred preparing clean and accurate invoices. If there are issues with the invoice and it is returned to the Cooperator for a revision, hours incurred to revise the invoice will not be reimbursed. The Cooperator may not seek reimbursement for overtime pay incurred to prepare wildland invoices. Cooperators must submit documentation with the invoice, showing the hours spent preparing the invoice; DFFM recommends using a CTR for this documentation. This documentation of hours must be signed by an authorized supervisor. Single invoices returned for a third time will void payment of administration fees.

5. **Equipment Damage:**

(a) Repairs: Repairs to equipment shall be made and paid for by the Cooperator. The State may, at its option, elect to make such repairs when necessary to keep the equipment operating.The cost of such repairs will be deducted from reimbursement to the Cooperator.

(b) Loss, Damage or Destruction: Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the Cooperator agrees that what is considered wear and tear under this Agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. No reimbursement will be made for loss, damage or destruction when (a) it is due to normal wear and tear, or (b) negligence of the Cooperator or the Cooperator's agents which caused or contributed to the loss, damage or destruction, or (c) damages caused by equipment defects unless such defects are caused by negligence of the State or its employees. Vehicular damage claims, not directly related to incident activity, particularly prior to check-in or after demobilization, should be submitted through the owning agency's insurance prior to submission to the state. Loss, damage, or destruction claims will be evaluated on a case by case basis and evaluated for extraordinary circumstances outside of normal conditions. Hourly/daily rates for equipment will not be reimbursed when such equipment is inoperable due to damage, loss, destruction, or lack of qualified personnel.

(c) Claims: Claims for reimbursement for damage, loss, or destruction of equipment should be submitted separately from the invoice (FM122). Claims documentation must include an S-number, copies of any paperwork submitted to the fire to obtain the S-number, a written description on a General Message Form (ICS 213), of how the loss, damage or destruction occurred (who, what, when, where and why), and a copy of the paid receipt for repairs. In the case of vehicular damage, loss, or destruction, the Cooperator must provide the documentation from the owning agency's insurance company with the claim. The written description must be signed by incident supervisor and the Incident Business Advisor (IBA). In the absence of an IBA, the signature of the Finance Section Chief or designee is required. Personal items will not be reimbursed. All claims for loss, damage or destruction is at the discretion of the State, even if an S-number has been issued by the incident.

6. **Anything not specifically covered in this AOP will be handled on a case-by-case basis.**

7. **Other Items:**

(a) Disputes: In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. § 12-1518.
(b) Termination: The State may cancel this agreement without penalty or further obligation pursuant to A.R.S. § 38-511.
(c) Failure to adhere to these provisions may result in the Cooperator forfeiting all rights to reimbursement.
(d) Audit: Within a 5-year period of invoice submittal, the state at its discretion may request a review of fire invoicing documentation.
(e) The Parties agree to comply with all applicable Federal or State laws relating to equal opportunity and non-discrimination.
(f) Pursuant to A.R.S. § 35-214, the Cooperator shall retain all data, books and other records relating to this contract for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Cooperator shall produce the original of any or all such records.
(g) This agreement shall be subject to available funding, and nothing in this agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined in this agreement.
(h) The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplies by third parties to the Cooperator toward fulfillment of this contract.

RESOLUTION NO. 2022-10

A RESOLUTION OF THE FLAGSTAFF CITY COUNCIL, APPROVING THE 2022 COOPERATIVE FIRE RATE AGREEMENT (CFRA) INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT AND THE CITY OF FLAGSTAFF

RECITALS:

WHEREAS, the PARTIES desire to enter into the 2022 CFRA to further emergency response, training and skills development; and

WHEREAS, the PARTIES recognize the importance of interagency cooperation; and

WHEREAS, the CFRA is designed to facilitate use of Fire Department/City of Flagstaff personnel and equipment during emergency response efforts outside the City, to include full-cost recovery by the City for personnel/equipment utilized during those events.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1. In General.

The Flagstaff City Council hereby authorizes the Mayor to execute the 2022 Cooperative Fire Rate Agreement Intergovernmental Agreement between the AZ Department of Forestry & Fire Management (DFFM) and the City of Flagstaff, Arizona, attached hereto ("CFRA"), which shall become effective the date signed by the DFFM representative.

SECTION 2. Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Flagstaff this 15th day of March 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibits:
2022 Cooperative Fire Rate Agreement Intergovernmental Agreement

11. A.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	03/11/2022
Meeting Date:	03/15/2022

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Councilmember Salas to place on a future agenda a discussion to consider hazard pay across the board & continuing with premium pay for law enforcement

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Councilmember Salas has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments:

11. B.

CITY OF FLAGSTAFF

STAFF SUMMARY REPORT

To:	The Honorable Mayor and Council
From:	Stacy Saltzburg, City Clerk
Date:	03/11/2022
Meeting Date:	03/15/2022

TITLE

Future Agenda Item Request (F.A.I.R.): A request by Mayor Deasy to place on a future agenda a discussion regarding the development of an “only dig once” policy to allow for other utilities to participate in projects.

STAFF RECOMMENDED ACTION:

Council direction.

EXECUTIVE SUMMARY:

Rule 4.01, Procedures for Preparation of Council Agendas, of the City of Flagstaff City Council Rules of Procedure outlines the process for bringing items forward to a future agenda. Mayor Deasy has requested this item be placed on an agenda under Future Agenda Item Requests (F.A.I.R.) to determine if there are two other members of Council interested in placing it on a future agenda.

INFORMATION:

Attachments: